

The Solicitors Journal.

LONDON, MARCH 28, 1885.

CURRENT TOPICS.

THERE IS EVERY PROSPECT that, when the courts rise for the Easter Vacation, Mr. Justice FIELD will have disposed of all of the fifty actions, transferred to him as an additional judge of the Chancery Division, which are ready for trial.

WE PRINT elsewhere an order of transfer of sixty-five actions from the Chancery Division to the Queen's Bench Division. It will be observed that Mr. Justice CHITTY is, by this transfer, relieved from thirty actions, and, as he recently handed over fifty other actions to Mr. Justice FIELD, there ought to be no complaint of any block in Mr. Justice CHITTY'S court.

ON GRANTING a rule *nisi* for a new trial in an appeal from a county court on the 20th inst., Mr. Justice MATHEW expressed his regret that both the parties were not before the court, as then the point could have been settled at once, whereas the existing practice caused delay and extra expense to the parties. The learned judge proceeded to say that he believed that in a very short time the practice in the case of motions for new trials from inferior courts would be placed on the same footing as motions for new trials in cases tried in the High Court. From this we presume that the point has been discussed at the late meetings of the judges, and we can only say that the sooner the change is effected the better, not only for the parties in county court cases, but also for those suitors who have cases in the day's list, and who cannot tell how long they may be kept waiting while an indefinite number of *ex parte* motions from inferior courts are being heard.

IT IS RATHER SURPRISING that the question raised in the case of *De la Pole v. Dick* (*ante*, p. 340) should have remained so long in doubt. R. S. C., 1883, ord. 7, r. 3, provides that, until notice of a change of solicitors is filed, and a copy thereof served, and also, in chancery cases, left at the chambers of the judge, the former solicitor shall be considered the solicitor of the party. The common-sense conclusion from this provision is that, so long as an action is pending, and anything remains to be done in it, the solicitor on the record for any of the parties remains his solicitor for such purposes as being served with proceedings which, by the rules or practice of the court, are allowed to be served on solicitors. No provision is made for the solicitor to remove himself; but while, as between himself and his client, no one can prevent him from repudiating a continuance of the connection, his so doing will not have the effect of leaving his late client absolutely unrepresented. Whatever the solicitor may do, or however he may act, it appears from the rule that, so long as his name remains on the record, he is liable to be treated by any of the parties to the action as still representing the client for whom he originally entered an appearance.

IT WAS FOR SOME TIME very generally assumed by solicitors that an abstract of title was included in the words "other documents" in the heading to schedule 2 of the Remuneration Order, which provides for "drawing and perusing deeds, wills, and other documents"; and that the fee for perusal had been raised from 6s. 8d. for three sheets to 1s. per folio. And there is a good deal to be said for this view. Copies of deeds must surely be documents *ejusdem generis* with deeds. If instead of being abstracted, deeds

were copied in full, could it be contended that the fee for perusal in schedule 2 was inapplicable? But what is an abstract of a deed but a copy with the immaterial parts either omitted or briefly stated? It may be urged that by expressly providing fees (corresponding to the old fees) for drawing and fair copy of abstracts of title, by way of exception to the fees for drawing and fair copying of documents previously provided, without stating any fee for perusing abstracts, the framers of the Order intended to leave this latter fee to be governed by the provision "for perusing" in the earlier part of the schedule. Looking at the matter apart from the terms used in schedule 2, there would seem to be reasons in favour of implying an intention to increase the remuneration for perusing abstracts. In the first place, no perusals are so anxious or responsible; and, in the next place, the length of abstracts is sometimes materially shortened by the operation of the Conveyancing Act. For instance, where formerly, on a sale by a mortgagee under his power, you would have the power of sale fully set out, in many cases now there will be no express power of sale to be abstracted. It has been known for some little time, however, that most of the taxing masters refused to adopt the view that the effect of schedule 2 is to increase the remuneration for perusing abstracts. The point was recently raised before Mr. Justice CHITTY in a case of *In re R. A. Parker*, we believe with the approval of the Council of the Incorporated Law Society, and with the object of obtaining a decision for the guidance of the profession. It will be seen, from the report which will be found elsewhere, that the learned judge in his decision, given on Tuesday last, upholds the ruling of the taxing masters. He thinks that schedule 2 really consists of two parts, wholly independent of each other—the first dealing with "deeds, wills, and other documents," and the second with "abstracts of title" and "journeys from home"; and that, as the latter part contains no provision as to perusal, the old fee for this was intended to be left unaltered. His main reason for this opinion appears to be that the note, "In extraordinary cases, &c.," occurs twice over in the schedule, and, in the first place, before the heading "Abstracts of Title." It would be interesting to know whether the fact that this note comes before, instead of after, the heading "Abstracts of Title" was not due to a printer's error. There is some internal evidence that it was intended to come after "Abstracts of Title," inasmuch as the words of this first note are "increase or diminish the above charge," whereas in the second note, at the foot of the schedule, the words are "increase or diminish the above allowance," which last word seems plainly applicable to the allowance for "journeys from home" only. We suppose, however, it must be taken as settled that the old fee for perusing abstracts remains in force.

MR. JUSTICE CAVE was called upon, on Monday last, to decide an important point of construction under the Bankruptcy Act, 1883, as to the effect of section 46, sub-section 2, of that Act upon execution creditors under peculiar circumstances. That sub-section provides that, "where the goods of a debtor are sold under an execution in respect of a judgment for a sum exceeding twenty pounds, the sheriff shall deduct the costs of the execution from the proceeds of sale, and retain the balance for fourteen days, and if, within that time, notice is served on him of a bankruptcy petition having been presented against or by the debtor, and the debtor is adjudged bankrupt thereon, or on any other petition of which the sheriff has notice, the sheriff shall pay the balance to the trustee in the bankruptcy, who shall be entitled to retain the same as against the execution creditor, but otherwise he shall deal with it as if no notice of the presentation of a bankruptcy petition had been served on him." In the case before Mr. Justice CAVE last Monday (*Ex parte Crosswhite, Re Pearce*, reported in another column), the sheriff had seized the goods of the debtor under several writs of *f. fa.*, the first in order of priority being for

£41, the second for £6, the third for £47, the fourth for £34, and the fifth for £12 13s. On the 12th of May, 1884, the sheriff sold all the goods which he had seized, and realized a balance, after deducting rent and other charges and expenses, of £89 19s. He held this sum until the 22nd of May, when he received notice of a bankruptcy petition having been that day presented against the debtor. The debtor was subsequently adjudicated bankrupt, and the sheriff then paid £6 to the execution creditor whose writ of *fi. fa.* was second in point of time, and handed over the balance to the trustee. The execution creditor for £12 13s., whose writ was fifth in point of time, then moved the court for an order on the trustee to pay him, out of the amount handed to the trustee by the sheriff, the amount of his debt; and, on his behalf, it was contended that the executions held by the sheriff for sums of over £20 were avoided by the section above quoted, and, consequently, that the applicant's execution was let in, and the amount thereof ought to have been paid to him by the sheriff. This contention, however, was not acceded to by the learned judge, who pointed out that the sheriff's duty was to sell, first of all, under the first writ until he had realized the amount thereof, and then he was to proceed in like manner under the other writs in order of priority. In this way, the goods not having realized sufficient to pay the third execution in full, after providing for the first and second executions, the sheriff had not realized anything under any of the subsequent writs, and, therefore, the execution creditor had no claim to any of the proceeds of the goods. If there had been no bankruptcy the prior execution creditors would have been entitled to the proceeds, but, a bankruptcy having supervened, the statute stepped in for the benefit of the creditors generally, and not for the benefit of a subsequent execution creditor merely. He distinguished the case from *Ex parte Lovering, Re Peacock* (22 W. R. 365, L. R. 17 Eq. 452), decided under the Act of 1869. In that case the sheriff seized the goods of a trader under a writ of *fi. fa.* for £191, and subsequently another seizure was made for a debt of £32, and before any sale took place the debtor filed a liquidation petition, under which a trustee was appointed. The first execution having thus become null, it was held by BACON, C.J., that the creditor for £32 was entitled to proceed to a sale under his execution. The distinction pointed out by Mr. Justice CAVE was that under the Act of 1869 an execution creditor for less than £50 obtained a security by virtue of the seizure alone, but under the present Act an execution creditor gets no benefit unless the execution is completed by sale as well as seizure. Carrying this decision to its legitimate conclusion, it follows that if the facts in *Ex parte Lovering* had been that the sheriff had sold prior to the petition, and had not realized sufficient to pay off the first execution creditor, and was holding the money under the statute when liquidation supervened, the trustee, and not the second execution creditor, would have been entitled to receive the proceeds. We quite agree that there is no hardship in this, but that, on the contrary, the hardship is in the other case, where the second execution creditor came in to reap the benefit of the statute which was intended for the creditors generally. At the same time it brings out somewhat prominently an anomaly under the late Act which, it is satisfactory to know, cannot arise under the present one.

IN THE CASE of *Ex parte Jones, Re Walsh*, before the Divisional Court sitting in Bankruptcy last week, the interpretation placed by the Court of Appeal upon the new act of bankruptcy appearing in sub-section 1 (A.) of section 4 of the Bankruptcy Act, 1883—viz., "If the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts"—in *Ex parte Oastler, Re Friedlander* (33 W. R. 126, L. R. 13 Q. B. D. 471), limiting its application, has been carried still further. In *Ex parte Oastler* the Court of Appeal decided that a verbal statement made by a debtor to one of his creditors that he was unable to pay his debts, and offering a composition of twenty per cent. to his creditors, was not a notice of intention to suspend payment and on act of bankruptcy within the section. The Divisional Court in the case last week decided that the convening of a meeting of creditors on behalf of a debtor; the production at the meeting of a statement of affairs showing the debtor to be insolvent, and the offering of a composition of 6s. 8d. in the pound, did not constitute

an act of bankruptcy under section 4, sub-section 1 (A.), of the Act. In the court below the solicitor for the debtor was examined as to whether any statement had been made at the meeting in the words of the sub-section, and he stated that those words had not been used. Of course if a statement had been made at the meeting by the debtor in the words of the sub-section, such a statement in itself would constitute an act of bankruptcy; but we anticipate that the question may some time give rise to a discussion as to the effect of such a statement being made, not by the debtor personally, but by his solicitor or agent attending the meeting. Will a debtor be held in such case to have committed an act of bankruptcy, even though he might be ignorant of the fact of such a statement having been made in his name? We are strongly of opinion that a debtor could not be held to have committed an act of bankruptcy in such a case, unless it could be distinctly proved that he had given express authority for the statement to be made in his name. A mere authority to a solicitor or agent to convene a meeting of creditors, present a balance-sheet showing insolvency, and offer a composition to the creditors, which in themselves do not constitute an act of bankruptcy, could never be held to imply an authority to make a statement which would constitute such an act.

EFFECT OF INDORSEMENT OF BILL OF LADING.

WE made some observations (27 SOLICITORS' JOURNAL, 479, 28 *Ibid.* 719) on the decisions in the case of *Burdick v. Sewell* (L. R. 13 Q. B. D. 159) in the Queen's Bench Division and in the Court of Appeal. That case has now come before the House of Lords, with the result that the decision of the Court of Appeal has been reversed and that of Field, J., in the court below, restored. The question was, as many of our readers may remember, whether the indorsement and delivery of a bill of lading by way of security for a loan passed the property in the goods to the indorsee, so as to render him liable to pay freight under the provisions of the Bills of Lading Act (18 & 19 Vict. c. 111), s. 1. It should be observed that the indorsee of the bill of lading had not and could not have received the goods, the same having been sold by the Russian Custom House authorities at the port of discharge to pay Custom House duties and charges. The Court of Appeal were divided, Brett, M.R., and Baggallay, L.J., being of opinion that the property did pass so as to transfer the liability to pay freight under the bill of lading, while Bowen, L.J., held the opposite opinion. It is obvious, as we have before pointed out, that the transfer of the goods as security must either be by way of pledge, giving only a special property, or by way of mortgage, passing the general property subject to a right of redemption; and it seems to have been assumed in the courts below that the language of the Bills of Lading Act did not apply to a mere special property such as passes under a pledge. Also, it does not seem ultimately to have been doubted that, if the intention was material, the intention was to create a pledge only and not a mortgage of the goods. The question, therefore, between the majority and minority in the Court of Appeal seems to have resolved itself into this: whether the indorsement of a bill of lading for value as a matter of law necessarily passes the general property, or whether the effect of such indorsement depends on the intention of the parties, and only passes such an interest as the parties may intend.

Bowen, L.J., argued—and, as it seemed to us, it is very difficult in principle to find an answer to the argument—that the bill of lading being the symbol of the goods themselves, there was no reason why indorsement and delivery of the symbol should have any different effect from delivery of the goods themselves. The Master of the Rolls, on the other side, relied on many expressions in decided cases, both ancient and modern, in which it has been very absolutely stated that an indorsement of a bill of lading for value passes the property in the goods. The effect of the judgments given in the House of Lords is to negative the view taken by the Master of the Rolls with regard to the legal operation of an indorsement of a bill of lading, and to uphold the view that the effect of it depends upon the intention with which it is made. The Lord Chancellor and Lord Blackburn, in giving judgment, both admitted that in many of the decisions very broad and unqualified expressions have been used by judges with regard to the effect of an indorse-

ment of a bill of lading; but they pointed out, as we did in our previous article, that the occasions on which these expressions have been used did not raise the same sort of question as that which was raised in the case before them, and that, if such expressions are construed *secundum subjectum materiam*, they do not involve the conclusion that an indorsement of a bill of lading for value must always pass the general property, irrespective of intention. It does not seem to us difficult to understand how these expressions came to be used. The cases with regard to which they were used did not involve the question what particular sort of property, whether special or general, passed by the indorsement, but whether the right of property that did pass prevailed over rights set up by others. The question in such cases as *Lickbarrow v. Mason*, for instance, was whether the property in goods *in transitu* on the sea had passed by indorsement for value of the bill of lading so absolutely as to defeat the title of the original consignor to stop *in transitu*. The real question there is as to the effect of an indorsement intended to pass a property of some sort as between the unpaid consignor and the indorsee, not as to whether under the circumstances the indorsement passed the general or merely a special property as between the indorser and indorsee. It does not seem to have been disputed in *Lickbarrow v. Mason* that the indorsement might, if so intended, pass the property as between the indorser and the indorsee of the bill of lading, that being only an application of the familiar doctrine of symbolical delivery; but it was urged that the indorsee took no better right by the indorsement than his indorser had, and that, by indorsement of the bill of lading while the goods were at sea, the ownership of the goods did not pass so as to defeat the right to stop *in transitu*. The question was as to the limits of the right to stop *in transitu*, and whether, by the custom of merchants in regard to indorsements of bills of lading, they transferred the property so as to oust the equitable right of the consignor to stop *in transitu*. It is easy to understand how, relatively to that question, language came to be used to the effect that the indorsement of the bill of lading absolutely passed the property, meaning thereby that it passed the right of property and possession so as to put an end to the equitable right to stop *in transitu*.

The right to stop *in transitu*, it must be remembered, is a peculiar and anomalous right of an equitable character depending on the continuance of the *transitus*. The consignee can, for this purpose, cut short the *transitus* and take possession of the goods before they reach their ultimate destination. And one view of the principle upon which the decisions as to stoppage *in transitu* are founded is that, the bill of lading being the symbol of the goods, the *transitus* is ended for this purpose by indorsement of the bill of lading, because that is equivalent to delivering the possession of the goods whilst *in transitu* to the indorsee. The expressions with regard to the effect of the indorsement of the bill of lading in such cases seem really capable of being viewed as amounting to no more than this—viz., that the right of ownership and possession of the goods is so absolutely passed by the indorsement of the bill of lading as to completely divest all rights of the unpaid consignor in the same way as if the consignee, before the end of the *transitus*, himself took possession and handed the goods to the indorsee. If the expressions used in such cases as *Lickbarrow v. Mason* are so regarded, it is obvious that they do not apply to such a question as arose in *Burdick v. Sewell*.

But it should be observed that, though the judgments in the House of Lords seem to sanction the proposition that the effect of the indorsement of the bill of lading depends on the intention, as evidenced by the surrounding circumstances, it does not appear from them that the question in *Burdick v. Sewell* ought to be treated as really depending on whether the transaction amounts to a mortgage or a pledge. We indicated, in our first article on this subject, how very unsatisfactory it would be that such a question as this should depend on the technical distinction between a mortgage and a pledge—a distinction really depending upon the technical doctrines of equity originally established with regard to mortgages of real estate, and hardly affording a satisfactory basis for the solution of a question of shipping and mercantile law. The Lord Chancellor distinctly negatives the view that this distinction is material for this purpose. His view of the case seems to be that the substance of the thing must be looked at, and that when a bill of lading is indorsed, the goods themselves being at sea, merely by way of security, there is no such transfer of the proprietary right as to come within the statute, inasmuch as some

proprietary right, whether legal or equitable—viz., his original right, subject to the security—still remains in the shipper or consignee. The Lord Chancellor furthermore indicated an opinion that if, when the *transitus* was ended, the goods were received by the indorsee, then he would be subject to the liabilities created by the bill of lading. He says that the true view is that "the indorsee, by way of security, though not having the property passed to him absolutely and for all purposes by the mere indorsement and delivery of the bill of lading while the goods are at sea, has a title by means of which he is enabled to take the position of full proprietor upon himself, with its corresponding burdens, if he thinks fit; and that he actually does so, as between himself and the shipowner, if and when he claims and takes delivery of the goods by virtue of that title."

At first sight this view might not appear capable of being very easily reconciled with the view that the reason why indorsement of the bill of lading for value divests the right to stop *in transitu* is because the indorsement amounts to delivery of the possession of the goods to the indorsee, so putting an end to the transit; for the view of the Lord Chancellor clearly draws a distinction between mere indorsement and delivery of the document of title and the actual change of possession of the goods. But it may well be that that symbolical delivery which is equivalent to the actual delivery of possession as between certain parties and for certain purposes—e.g., for the purpose of putting an end to the right of stoppage *in transitu*—is not equivalent to delivery of possession as between other parties and for other purposes—e.g., so as to complete the passing of the property requisite to transfer under the statute the liabilities on the bill of lading; and for the obvious reason that it is not just that this transfer of rights and liabilities should take place until the indorsee has had the benefit of the possession of the goods.

And, after all, we doubt whether this explanation of the effect of the indorsement of the bill of lading in putting an end to the right of stoppage *in transitu* is altogether free from objection as being insufficient to cover all the ground. No doubt it would apply in many cases, for no doubt, in cases where the delivery of the symbol is intended to be equivalent to delivery of the things themselves, it may have the effect of such delivery; but we should be disposed to think that the principle upon which this effect of indorsement of the bill of lading depends will be found to be a broader one. It seems to us that the ultimate principle may be that, by the custom of merchants for the convenience of trade, the possession of the bill of lading is taken to show a good title free from the right to stop *in transitu*, and, therefore, that he who has put this document of title in another's hands cannot equitably insist against a holder for value by indorsement from such person on his right to stop *in transitu*.

Lord Blackburn, in his judgment, also guards himself against being supposed to think that, if the transaction had been a mortgage instead of a pledge, the statute would then have imposed the liability under the bill of lading on the defendant who had never received the goods. It will be observed that the decision of the House of Lords still leaves a good deal of room for discussion as to the effect of the statute. It seems, on the whole, from the judgments, that no mere indorsement of the bill of lading by way of security can pass the property in the goods so as to render the statute applicable; but it is still left unsettled, where the goods have been actually received under the bill of lading, what is the precise effect of the words, "to whom the property shall pass."

A meeting of the judges was held on Monday last.

The Vinorian Law Scholarship, at Oxford, has been awarded to Mr. A. T. Carter, B.A., Queen's College.

It is stated that the Master of the Rolls is still confined to his house by an attack of bronchitis, and that he will not resume his seat in court again during the present sittings.

The following are the circuits chosen by the judges for the ensuing spring assizes—viz., South-Eastern Circuit, Mr. Justice Denman; North and South Wales Circuits, Mr. Justice Field; Oxford Circuit, Mr. Baron Huddleston; Western Circuit, Mr. Justice Hawkins; Midland Circuit, Mr. Justice Stephen; North-Eastern Circuit, Mr. Justice Mathew; and Mr. Justice Day; and Northern Circuit, Mr. Justice A. L. Smith and Mr. Justice Wills.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

TIME.

CONTENTIOUS business can claim no monopoly of the inexorable sand-glass. All human beings and all human affairs of every description are controlled by it. From the judge on the bench (who, by the bye, seems generally very much controlled by it indeed, in so far as paying a most religious reverence to the hour of the court's rising is concerned) to the office-boy who rushes off with a batch of letters to catch the last post, there are metes and bounds of universal application which no Act of Parliament can repeal, amend, or enlarge. But, applying to the word a narrow and almost technical construction, it does undoubtedly possess a very special significance to the solicitor in direct connection with our present division.

In the first place, there are times specially limited for taking almost every step in contentious proceedings. From this follows the obvious remark that the solicitor must be careful not to overstep these limits. In so far as actual computation of time is concerned, a reference to the particular rule of court, where the memory is not absolutely clear, and an entry in the diary, will generally discharge this obligation; but not always. Rules of court—be it said with submission—are not invariably as clear as the perplexed practitioner might desire. The reports testify to numerous instances in which the judicial mind has been much exercised in determining the starting point of a prescribed number of days—more particularly in the matter of appeals. And it is well to bear in mind that the consequences of a slip of memory, or even an honest misconception in the calculation or recording of time, may be very serious indeed. If a solicitor omits to deliver a statement of defence in time the worst that can happen (and even that is not agreeable) will probably be the payment of the costs of setting aside a judgment. But if the mistake applies to such a serious matter as the lodging of an appeal, and the court declines to show any indulgence, it may be presumed that the communications which ensue between solicitor and client are not calculated to raise the spirits of the former, and that an action of negligence will float before his eyes as an extremely probable and eminently unpleasant contingency. It is also worth remembering that some of these measures of time are far more likely to escape the attention, if a very close vigil is not kept, than others. A statement of claim, for example, will be a visible reminder that a statement of defence has to be delivered within so many days, and an order of discovery will have on the face of it a plain direction as to the length of tether which it allows. But an interlocutory appeal, and any other step the necessity or expediency of which is not pointedly obtruded upon the attention, is more apt to find out a weak spot in method and accuracy of practice where it exists.

Then, again, the solicitor has to reckon with limits of time which do not depend on fixed periods at all, but upon events which can only be calculated approximately at the best, and, therefore, demand the closest watching and prevision on his part lest he be caught in a snare. Foremost among these is, of course, the calculation of the date on which a case will be heard. From the time of its being placed in the list to take its turn with the rest, the solicitor should, metaphorically speaking, never remove his eyes from it. Let us consider for a moment what it is that he has to guard against in the particular instance of an ordinary action set down for trial, and what steps of his own depend on his scrutiny.

From the one point of view, then, he has to watch the progress made with the list of actions. This may be fast or slow, according to circumstances. If it be in the Queen's Bench Division, the cause list may remain in a condition of stagnation, while learned judges are receiving white gloves from the sheriff at obscure country towns as an outward and visible sign that there is nothing for them to do there. Or a whole *posse comitatus* of judicial strength may be turned on and make havoc of the causes. Or the course of events may shape itself midway between those two extremes, or may pass with startling rapidity from one to the other. Or the courts may become choked with cases of enormous magnitude, dragging their weary length along, or by a murrain of irrepressible litigants in person. And, again, all sorts of things may happen to actions set down in front of our supposed case. Some will, perhaps, be struck out altogether, and others marked in the list as not to be heard before a certain date; and this process will go on day by day, so that it has to be carefully taken into account on every fresh examination of the state of the list. Or yet, again, the cases in the list as a whole may be of an exceptionally light character, and melt into thin air one after another almost as soon as they catch sight of the judge. And if the case be in the Chancery Division, some, though not all, of the elements of uncertainty as to time which we have described will exist in varying degrees, and there will be super-added the special form of visitation known as a "transfer," by which

a case set down for hearing before Mr. Justice A. is bundled over with fifty others to be heard by Mr. Justice B. It is recorded in legal history that, some few years ago, a solicitor's clerk who had been instructed to watch a case in the Chancery Division, in which his employer acted for the plaintiff, had reposed in fancied security upon the knowledge that the case was a very long way down the list. But he had omitted to take note of a transfer of causes to Lord Justice (then Mr. Justice) Fry, and it accordingly fell out that when the case was called on no one appeared for the plaintiff, and it was struck out. An application was made within twenty-four hours afterwards, explaining the accident, and craving to have the action restored to the list, but Mr. Justice Fry positively refused to accede to the request on any terms. With the universal approval of the profession, the Court of Appeal, over which the late Master of the Rolls was presiding at the time, instantly reversed this merciless edict, but it is eloquent of warning that the plaintiff's solicitor had to apply to two courts before he could undo the mistake, and was, it may be presumed, put to some expense and much more anxiety in the process.

Next, as to the steps on the solicitor's part which depend on this complicated calculation of those uncertain events. There is, first of all, the preparation of the brief, and with regard to this very important matter the solicitor has always to keep before his eyes the fact that his brief should not be prepared at an indefinite distance of time before the action is heard, as the case may be compromised, or the line of attack or defence may undergo considerable modification in the meantime. On the other hand, if he leaves this task to the last moment, he will either fail to do justice to his client's cause, or have to work at most uncomfortably high pressure—to say nothing of the insufficient time allowed to his counsel to master the case. The happy medium can only be arrived at by close and careful attention to the time allowance reasonably permitted by the state of the cause list. Then there will be, if witnesses are to be called, a need, first, of summoning them to attend in the traditional manner, and afterwards of keeping them informed of the probable date on which their attendance will be required, and this will often, according to the exigencies of the cause list, involve at last a succession of almost daily missives to each witness alternately requiring his attendance on a particular date, and countermanding an attendance previously required. And beyond this there will be a number of other details to be attended to, all hinging, as to time and opportunity, upon the date of trial.

But the actual computation of time, whether dependent on certain or uncertain data, does not exhaust the subject. There remains the question of how the periods allowed for taking the various steps in contentious work may best be employed. In one sense this opens an almost unlimited field for reflection; but we propose only to treat of it within very narrow limits, and only, again, in its special relation to the time limits which are fixed and certain. The rules prescribe as to certain steps that they shall be taken within certain specified periods of time, subject to extensions by consent or by an order. It is no exaggeration to say, as to most of these steps, that they seldom are taken within the original period allowed. Often there are the best possible reasons for this. It may be that there is a good hope of compromising the litigation, and it is therefore desired on both sides to keep matters in suspense. It may be that illness of client or solicitor, or any one of a hundred other sufficient reasons, is forthcoming to account for delay. But we must confess that, so far as our own observation goes, there is a great deal too much of giving and seeking extensions of time, and that the prolongation of a dispute which both parties desire to bring to a point is often referable in part to laxity in this respect. Some solicitors, because they know that they can up to a certain extreme point gain time, go to that limit almost as a matter of course. The result is that an action drags on until both parties are tired out, and the memory of material facts has become clouded and uncertain. A case came under our notice once in which, mainly by reason of the dilatory way in which the proceedings had been conducted, an arbitration under an order of the court to assess the damages caused to a block of buildings by an overflow of water, commenced upwards of four years after the event. We do not, of course, suggest for a moment that this example is typical, or that the law's delays are attributable in any considerable degree to the tendency on which we have commented; but we do think that, in many instances, solicitors might with advantage brace themselves up to pilot an action through its preliminary stages with a less liberal allowance of time than they are prone to give themselves.

There is one little trick apt to be resorted to in connection with extensions of time in litigation which ought, we think, to be much more heartily discountenanced than it usually is. It takes the form of leaving to the last moment before the expiration of a limit of time, the making of an application for further time. Suppose, for example, that the time for doing some act expires on the 31st of March, and that the opponent has refused to give his consent to extend it. A summons must, of course, be issued, and it should be taken out so as to be heard on the 31st of March. But, instead of this, some solicitors will defer asking for the consent, or, at all

events, issuing the summons until that date, thereby, as it were, stealing two or three days. Of course the fact may be brought to the attention of the official who deals with the application as a reason for refusing or, at least, proportionately shortening any further days of grace; but that is no sufficient answer to our objection, which goes to the principle and spirit of this mode of conducting litigation.

The country solicitor is not always quite as considerate as he might be to his London agent in this matter of time in contentious business. He appears sometimes to think that, if he directs the latter to obtain so much further time, his instructions can be carried out as easily as if he were directing a pound of tea to be bought at a shop. The spectacle is not unusual of a London solicitor's clerk standing in the presence of the majesty of the law, as represented at the judges' chambers, with the vacuous expression of extinguished hope on his countenance and a letter from the country in his hand, striving vainly to extract from the epistle some semblance of an argument to justify the application for time which he is instructed to make. And the same want of appreciation of practical difficulties, for which there is, of course, often the excuse of unfamiliarity with the exigencies of procedure, will at times cause the country solicitor to expect his London agent to perform impossibilities in point of time.

We are conscious of having referred in this article to the solicitor individually in several instances in which the word might appropriately have an interpretation clause attached to it to the effect that it shall include the solicitor's clerk. No one, for example, would seriously suggest that a busy solicitor can be expected to search cause lists for himself. Indeed, in the particular instance which we have given of the consequences of a failure to discharge that obligation the case turned entirely on a slip of the solicitor's clerk. But the solicitor and his clerk are for many purposes one. What the solicitor cannot do personally he must needs commit to others; but even then his responsibility for their mishaps and shortcomings should cause him to exercise the utmost care in the selection of his representatives and the direction, as far as possible, of what is done by them in his name. And, saving for the unavoidable mischances from which no trouble or forethought can save him, the key-note of the mode in which his practice is conducted, in so far as our present title is concerned, must be always traced at last to the impress of his own mind and will, and the degree in which he himself is conscious of the value and the right use of time.

CORRESPONDENCE.

CONCERNING SOLICITORS' ROBES.

[To the Editor of the Solicitors' Journal.]

Sir,—Would you kindly give me replies to the following questions in your next issue of the SOLICITORS' JOURNAL?

1. Is there any prescribed length for a solicitor's gown? (The universities are particular as to this.)
2. Was not the cassock originally worn under the gown by solicitors; and is it still legal and permissible?
3. At outdoor functions, when robes are worn, is not a square college cap a more fitting covering for the head than a tall silk hat?

A COMMISSIONER.

[We regret that we have been unable hitherto to discover or obtain any reliable information on the recalcitrant questions numbered 1 and 2; perhaps some learned reader will come to our assistance. We are not aware of any statutory or other prohibition of the cassock, but it would probably not be safe to adopt it in the presence of street boys or curates. With regard to question 3 we reply yes.—ED. S. J.]

CASES OF THE WEEK.

COURT OF APPEAL.

COMPANY—REDUCTION OF CAPITAL—ADVERTISEMENT OF PETITION—COMPANIES ACT, 1867, ss. 9, 11—COMPANIES ACT, 1877, ss. 2, 3, 4—GENERAL ORDER OF MARCH, 1868, rr. 2, 3, 4, 5.—In a case of *In re The Tumbacherry Estates Company*, before the Court of Appeal, No. 2, on the 26th inst., a question of importance arose as to the necessity of advertising a petition for the confirmation by the court of a resolution passed by a company for the reduction of its capital, in a case where the nominal capital has been fully paid up, and it is not intended to make any return of capital to the shareholders, but only to reduce the nominal capital by writing off capital. It appears to have been the practice until recently not to require the petition, in a case of this kind, to be advertised before the hearing. The Act of 1867 contained provisions for enabling creditors to be heard in opposition to a proposed reduction of capital, and rule 5 of the Order of 1868 required that notice of the presentation of the petition

should be published at such times and in such newspapers as the judge should direct. It was held by Jessel, M.R., in *In re The Ebbw Vale Company* (L. R. 4 Ch. D. 827), that the Act did not apply to a reduction of paid-up capital, so as to write off a loss, by reducing the nominal amount of each share. In consequence of this decision, the Act of 1877 was passed, section 2 of which provides that the Act is to be construed as one with the Companies Acts, 1862 and 1867. Section 3 provides that the word "capital," as used in the Act of 1867, shall include paid-up capital, and that the power to reduce capital conferred by that Act shall include a power to cancel any lost capital, or any capital unrepresented by available assets, or to pay off any capital which may be in excess of the wants of the company. Section 4 provides that the provisions of the Act of 1867, as amended by the Act of 1877, shall apply to any company reducing its capital in pursuance of that Act and of the Act of 1867, as amended—"Provided that, where the reduction of the capital of a company does not involve either the diminution of any liability in respect of unpaid capital, or the payment to any shareholder of any paid-up capital, (1) the creditors of the company shall not, unless the court otherwise direct, be entitled to object or required to consent to the reduction." In the present case the petition was for the confirmation of a resolution simply reducing the paid-up capital by writing off a loss. Bacon, V.C., following the decision of Chitty, J., in *In re The Consolidated Telephone Company* (ante, p. 305), refused to hear the petition until its presentation had been advertised. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) declined to interfere with the decision. COTTON, L.J., said that the contention was that in such a case the rules did not require an advertisement, and that though the judge might direct the petition to be advertised, he ought not to require the petitioners to show that no advertisement was necessary. But the Rules of 1868 applied to all petitions under the Act of 1867 for a reduction of capital. The Act of 1877 was a new substantive enactment; the effect of it was that by a subsequent interpretation clause the word "capital" in the Act of 1867 was made to include paid-up capital, and the Act was to be construed as one with the Act of 1867. The rules under the Act of 1867 must *prima facie* apply to proceedings under the Act as interpreted by the Act of 1877. The present petition was a petition under the Act of 1867, though it was only made capable of being presented by the Act of 1877. Of course, if the Rules of 1868 required something manifestly inappropriate to such a petition they would not apply, and the argument was that the provision for an advertisement of the petition was manifestly inappropriate to such a petition as the present, because, by section 4 of the Act of 1877, creditors would not be entitled to object to the proposed reduction, unless the court should otherwise direct. His lordship did not take that view. Who was to show the court that the proposed reduction would not injure the creditors, if no one was to have any notice? It was quite possible that the reduction might be made with the view of paying a dividend to the shareholders when the assets were not enough to meet the paid-up capital and to pay the creditors in full. If there had been a great reduction in the value of some property of a company, and the capital was then reduced, if the property should afterwards increase in value again, the increase would probably be treated as profit, and if there should be a subsequent fall in the value, the fund available for payment of the creditors would be diminished. In his lordship's opinion the judge must have a discretion in the matter. If he was satisfied that by no possibility could the interest of the creditors be affected by the proposed reduction, he might say that there should be no advertisement of the petition, and if the judge had a discretion he could not exercise it without some inquiry. In his lordship's view the rule which required an advertisement applied to such a petition, subject to the power of the court to say that the interest of creditors could not be affected, and, therefore, advertisement was unnecessary. *Prima facie*, the petition ought to be advertised, in order to enable any person who might be affected by the reduction to come to the court and object. The Vice-Chancellor had exercised his discretion, and the Court of Appeal ought not to interfere. His lordship added that Mr. F. B. Palmer had furnished the court with the orders made in a number of cases, which were prefaced with the words, "the court not requiring any advertisement of the petition." Those orders were quite consistent with the court having exercised a discretion, and having thought fit to dispense with advertisement. BOWEN and FRY, L.JJ., concurred.—COUNSEL, W. B. Heath. SOLICITORS, Oslem & Summerhays.

EXECUTOR—RETAINER—STATUTE OF FRAUDS, s. 4.—In a case of *Field v. White*, before the Court of Appeal, No. 2, on the 24th inst., a question arose as to an executor's right of retainer. Previously to the marriage of a lady her father verbally promised her intended husband that he would give her £500 in consideration of the marriage. He did not fulfil the promise during his life. He died intestate, and the daughter became his administratrix, and she claimed to be entitled to retain the £500, with interest, out of the assets. It was objected that she could not do so, because, by reason of section 4 of the Statute of Frauds, no action could have been brought against the father on such a parol agreement. Kay, J., held that there was no right of retainer, and his decision was affirmed by the Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.). COTTON, L.J., said that the duty of an administrator was to get in all the personal estate of the intestate, and to pay his debts, and not to pay any claims against the estate but those which properly ought to be paid. If he paid any claim improperly, he was guilty of a *devastavit*. The right of retainer of an executor or administrator arose in this way. Any creditor could sue the executor or administrator at law, and thus obtain a priority over the other creditors, except those of a superior degree, and it was considered unreasonable that an executor or administrator should be deprived of this priority because, by reason of his position, he could not sue himself.

Prima facie one would say that an executor or administrator ought not to stand in a better position than another creditor, and that, if he could not sue the executor or administrator if he were an ordinary creditor, he ought not to be allowed to retain his debt. It was true that a parol agreement of this nature was not made void by section 4 of the Statute of Frauds; that section only prevented the bringing of an action upon it. It was urged that an administrator might retain a debt which was barred by the Statute of Limitations, and that on the same principle he ought to be allowed to retain a debt arising out of a contract which was not made void by the Statute of Frauds. It had no doubt been held that an executor or administrator was not bound to plead the Statute of Limitations against a creditor; but it had never been held that he could pay a debt founded on a contract within section 4 of the Statute of Frauds. It was urged that, by analogy to the rule with regard to the Statute of Limitations, it logically followed that an administrator might retain a debt which resulted from a contract within section 4. If the rule which had been laid down with reference to the Statute of Limitations was an instance of a principle which had been laid down, it would no doubt follow that an administrator might retain a debt resulting from a contract to which section 4 applied. But the origin of the rule that an executor or administrator might pay a statute-barred debt probably arose from a feeling on the part of judges that it was unconscionable to plead the Statute of Limitations, and, in his lordship's opinion, this rule as to the Statute of Limitations must be taken to be an exception from the general rule that an executor ought only to pay those debts which were properly payable. There being no authority with regard to the Statute of Frauds, his lordship was of opinion that the exception ought not to be extended. The claim to retain the £500 must be disallowed. *BOWEN, L.J.*, said that the duty of an administrator was to pay the just debts of the intestate. It was clearly not his duty to waste an estate which was not his own in satisfying demands which were not tenable at law or in equity. It was settled law that no executor or administrator could be compelled to take advantage of the Statute of Limitations, and the court was now asked to extend the exception to a contract within section 4 of the Statute of Frauds. His lordship thought that the exception ought to be extended. *Fry, L.J.*, said that the right of retainer depended on whether it would be a *destatavit* for an administrator to pay a debt, to recover which, by reason of section 4 of the Statute of Frauds, an action could not be brought. In *Comyn's Digest* it was said that it is a *destatavit* if an executor pays a debt "which need not be paid." No doubt an exception had been engrafted on this rule in the case of the Statute of Limitations. Was that exception a mere anomaly, or was it an illustration of a general principle? If it was the latter, one would have expected to find other illustrations of the principle, but no case could be found except that of the Statute of Limitations. His lordship thought that the attempt to extend the exception failed. It would be a *destatavit* for an executor or administrator to pay such a debt to another creditor, and therefore he could not retain it himself.—*COUNSEL, Pearson, Q.C., and Oswald; Hastings, Q.C., and F. C. Norton. SOLICITORS, Rhodes & Sons; Norton, Rose, & Co.*

PRACTICE—MOTION FOR RULE NISI FOR NEW TRIAL—ACTION IN DIVORCE DIVISION—JUDICATURE ACT, 1881, s. 9—R. S. C., 1883, ORD. 39, RR. 1, 3; ORD. 58, R. 10.—In the case of *Saunders v. Saunders*, before the Court of Appeal, No. 2, on the 23rd inst., the question was raised whether, in an action in the Divorce Division, an application for a new trial ought now, as under the old practice, to be made by means of an application for a rule nisi. The appeal was an *ex parte* one from the refusal of Hannen, P., to grant a rule nisi for a new trial. The court (*COTTON, BOWEN, and FRY, L.JJ.*) refused the application on its merits. But they said that in any future case of an application for a rule nisi the applicant must be prepared to argue the question whether that was the proper mode of applying for a new trial.—*COUNSEL, Underhill, Q.C., and L. C. d'Auvergne; Lippincott. SOLICITOR, H. G. Field.*

PATENT, ACTION—COSTS—COSTS OF PROVING BREACHES—PATENT LAW AMENDMENT ACT, 1852 (15 & 16 VICT. c. 83), s. 43.—In a case of *The Badische Anilin Company v. Levinstein*, before the Court of Appeal, No. 2, on the 21st inst., a question arose as to costs of a patent action. The action was brought to restrain the alleged infringement by the defendant of the plaintiffs' patent. *Pearson, J.* (L. R. 24 Ch. D. 156), held that the patent was valid, and that the defendant had infringed it, and he granted the plaintiffs a certificate, under section 43 of the Act of 1852, that they had proved their particulars of breaches. On the appeal the court (*BAGGALLAY, BOWEN, and FRY, L.JJ.*) decided that the patent was invalid on the ground of insufficiency in the specification, and they dismissed the action. But they held, without laying down any binding general rule, that the plaintiffs were entitled to their costs of proving their particulars of breaches. They said that, though it might have been prudent on the part of the defendant not to rely only on his objection to the validity of the patent, but to insist also on the plaintiffs proving the infringement, yet he did so at his own risk as to costs.—*COUNSEL, Higgins, Q.C., and Chandersek Healey; Aston, Q.C., Webster, Q.C., and W. W. Lawson. SOLICITORS, Gregory, Rowcliffe, & Co.; J. H. Johnson.*

R. S. C., 1883, ORD. 56, R. 15—APPEAL—SECURITY FOR COSTS—APPEAL FROM INTERLOCUTORY ORDERS—ORDER FOR SECURITY FOR COSTS.—In a case of *Willmott v. The Freshfield House Property Company*, before the Court of Appeal, No. 2, on the 19th inst., an application was made that an appellant might be ordered to give security for the costs of his appeal from an order that he should give security for the costs of the action. On the 6th of March

Bacon, V.C., ordered that the plaintiff should give security to the amount of £200 for the costs of the action. On the 7th of March the plaintiff served a notice of appeal from this order. On the 10th of March the defendants served notice of a motion in the Court of Appeal that the plaintiff might be ordered to give security for the costs of his appeal. This motion and the appeal motion came into the paper for hearing on the same day. The original motion came on to be heard first, and the defendants gave evidence of the plaintiff's insolvency. On behalf of the plaintiff it was objected that it was not the practice to require security to be given for the costs of an interlocutory appeal, and also that the notice of the original motion was given too late, reference being made to *In re Indian, &c., Mining Company* (31 W. R. 34, L. R. 22 Ch. D. 83). The court (*COTTON, BOWEN, and FRY, L.JJ.*) ordered security to the amount of £5 to be given for the costs of the appeal. They said that it was, no doubt, unusual to order security to be given for the costs of an appeal from an order to give security for costs; but there was no reason why, in a proper case, such an order should not be made. As to the other objection, the defendants had given their notice of motion without any delay. The costs of the motion would be disposed of on the hearing of the appeal.—*COUNSEL, G. Henderson; A. Emden. SOLICITORS, R. Chapman; W. Webb & Templeton.*

TENANT FOR LIFE AND REMAINDERMAN—INCOME OR CAPITAL—SHARES IN COMPANY—BONUS.—In a case of *Sprout v. Bouch*, before the Court of Appeal, No. 2, on the 18th inst., the question was whether a "bonus dividend" on shares in a company was to be, as between a tenant for life and remainderman, considered income or capital. A testator bequeathed 600 shares in the company to his executor, in trust to pay the income to his widow for her life, with remainder to the executor absolutely. After the testator's death the shares were registered in the name of the executor. In September, 1880, the company's reserved fund, consisting of accumulated profits, having amounted to £100,000, and there being £38,000 of undivided profits, it was resolved, out of the £138,000, to pay a bonus of £2 10s. per share to the shareholders, in the form of an allotment of one new share treated as paid up to the amount of £7 10s. for every old share held by the shareholder. The bonus, amounting to £1,500, was paid to the executor, and he employed it in paying for an allotment of 200 new shares paid up to the extent of £7 10s. per share, which were registered in his name. The profits had been made partly during the testator's life and partly since his death. *Kay, J.*, held that the 200 new shares belonged to the testator's estate and not to the tenant for life. The Court of Appeal (*BAGGALLAY, BOWEN, and FRY, L.JJ.*) held that the shares belonged to the tenant for life. *Fry, L.J.* (who delivered the judgment of the court), said that it had been contended for the remainderman, first, that, independently of the way in which the company associated the declaration and payment of the bonus with the issue of new share capital, the bonus had become capital; and, secondly, that, if not so, yet that, in the present case, the bonus was, in fact, by the proceedings of the company, converted into capital. The general principle applicable to the first of these inquiries might be thus stated:—Where a testator or settlor directs or permits the subject of his disposition to remain as shares or stock in a company which has the power either of distributing its profits as dividend or of converting them into capital, and the company validly exercises this power, such exercise of its power is binding on all persons interested under him in the shares; and consequently what is paid by the company as dividend goes to the tenant for life, and what is paid to the shareholders as capital, or appropriated as an increase of capital stock in the concern, inures to the benefit of all who are interested in the capital. In a word, what the company says is income shall be income, and what it says is capital shall be capital. It had, however, been urged on behalf of the remainderman that the authorities had established a rule of law or of evidence that where a sum was paid, whether called bonus or dividend, out of the accumulations of profits in previous years, it must be taken as a payment out of, or on account of, capital, and this, it had been argued, was made very clear whenever on the same shares and at the same time two sums were paid, the one by way of ordinary dividend out of the year's or half-year's profits, and the other by way of bonus or extraordinary dividend out of the accumulations of profits in preceding periods. On principle such a conclusion would not seem to their lordships to be tenable. The profits of past years were not necessarily or in their nature capital; they might be retained for a year or years as a fund to prevent recourse to capital in case of loss, or for the equalization of future dividends, or merely for convenience of division, and, in fact, profits appeared to the court to retain their character of income till they were converted into capital. Furthermore, the question whether profits remained income or had been capitalized was in its nature a mere question of fact. There were cases relating to shares or stock not in the Bank of England or Scotland which somewhat lean in favour of the view that accumulated profits constituted capital. There were, however, other cases pointing the other way, and the doctrine contended for was not, therefore, supported by such a continuous current of authorities as to establish it. The cases appeared to the court to establish the proposition that the inquiry as to the time when the profits were earned by the company was immaterial as between tenant for life and remainderman. Their rights had been made dependent on the legitimate action of the company, and (subject to any rights arising from the law of apportionment) their lordships were of opinion that the rights in question were determined by the time, not at which the profits were earned by the company, but at which they were, by the action of the company, made divisible among its members. Such being the law applicable to the present inquiry, their lordships were of opinion that the company had done no act prior to the distribution in question to make the accumulated profits part of the capital, and that the carrying of the moneys to the reserve fund was not a capitaliza-

tion of them. Nor was the carrying of the rest of the moneys in question to the account of undivided profits a step which was a conversion of profits into capital. As to the question whether the way in which the declaration of the bonus or dividend was coupled with the creation of new capital did or did not amount to a capitalization of the bonus, their lordships were of opinion that the directors were not authorized to make the payment of the dividend contingent on the acceptance of the new shares, nor did their lordships think that the directors had, by their acts, made the payment of the dividend contingent on the acceptance of the shares. No doubt the two operations—viz., the payment by the company of the dividend and payment of the call on the new shares—were arranged so that they might take place together, but a shareholder who refused to take new shares would have been entitled to recover his dividend from the company.—COUNSEL, *Rigby, Q.C., and Buckley; Graham Hastings, Q.C., and Freeman.* SOLICITORS, *R. T. Jarvis; G. H. Barber & Son.*

CONTRACT—EXECUTED CONSIDERATION—MONEY PAID—EXECUTION—SEIZURE OF GOODS NOT THE PROPERTY OF THE DEBTOR—LIABILITY OF DEBTOR TO INDEMNIFY OWNER OF GOODS.—In the case of *Edmunds v. Wallingford*, before the Court of Appeal, No. 1, on the 18th inst., the main question was whether the plaintiff, a trustee in bankruptcy, was entitled to be indemnified by the defendant in respect of the sale of goods of the bankrupt's under an execution levied by a creditor of the defendant. The action was to recover £1,200 promised by the defendant to be paid to the plaintiff as the trustee in bankruptcy of two of the plaintiff's sons, and in the alternative to recover £1,300, the sum realized by the sale of goods belonging to the sons, but seized and sold under a judgment against the defendant. The defendant alleged that there was no consideration for the promise, and that the goods seized were his own. In April, 1876, the defendant bought the business of an ironmonger in Andover in his own name but for his son, and paid the greater part of the purchase-money. The lease of the place where the business was carried on was taken in his name, and his wife lived on the place; he came there every week and assisted more or less in the business, and the banking account of the business was kept in his name, and he alone drew cheques on that account. In August, 1876, the defendant's two sons carried on the business as partners under the name of Wallingford Brothers, but he continued to visit the place and to keep the banking account as before; the business cheques being signed by him in the name of the firm. From March, 1878, to September, 1878, the defendant lived at the place. In the autumn of 1878 an action was brought against the defendant by the Mutual Society, and in October, 1878, judgment was signed against him. On October 24, 1878, the goods on the premises where the business was carried on were seized. The sons claimed them; but, upon an interpleader summons taken out by the sheriff, the claim was barred and the goods seized were accordingly sold. They realized £1,300, and that sum was paid into court in the action of the Mutual Society, as a security for what might be found due from the defendant to the society upon certain accounts directed to be taken in that action. On November 28, 1878, the sons were adjudged bankrupts, and the plaintiff was appointed their trustee. On May 9, 1879, the defendant entered into the written agreement sued upon whereby he agreed with the plaintiff that, in consideration of goods of the sons having been seized and sold on behalf of the Mutual Society in payment of an alleged claim against the defendant, he agreed that he would pay all the trade creditors of his sons for debts contracted while in business at Andover, and that he would pay £300 per annum to the trustee until the defendant should have paid him a sufficient sum to pay the trade creditors in full. At the trial judgment for the plaintiff was given by Huddleston, B., for £1,200, being the four years' instalments under the agreement. The defendant appealed. The court (Lord COLERIDGE, C.J., Sir J. HANNEN, and LINDLEY, L.J.) dismissed the appeal. The judgment was delivered by LINDLEY, L.J., who said that, as between the father and the sons, it was established by the father's statements that the goods were the sons'. Speaking generally, where a person's goods are lawfully seized for another's debt, the owner of the goods is entitled to redeem them, and to be reimbursed by the debtor the money paid to redeem them, and in the event of the sale of the goods to satisfy the debt, the owner is entitled to recover their value from the debtor. That right exists, although there may be no agreement to indemnify or contribute; but it may be excluded by contract, as well as by other circumstances. The general rule is inapplicable when the owner of the goods seized is, as between himself and the debtor, liable to pay the debt. That explained *Griffiths v. Daubus* (5 E. & B. 746). Another exception was held, in *England v. Marsden* (14 W. R. 650, L. R. 1 C. P. 529), to exist where the owner has left the goods for his own convenience where they could be lawfully seized for the debt. But that case was questioned by Theobald, L.J., in *Ex parte Bishop* (29 W. R. 144, L. R. 15 Ch. D. 417), and by Vaughan Williams, J., in *Wms. Saund*, 861, and, in their lordships' opinion, it ought not to be followed. In any case, on the facts, it was distinguishable from the case in question. The general principle does not apply except where the owner can say to the debtor that the seizure should not have taken place; it is because, as between them, the wrong goods have been seized that the question arises. But though the defendant was not estopped by the decision in interpleader, yet he wholly failed to show that the seizure was wrongful on the part of the sheriff. Therefore, goods admitted by the defendant to be his sons' had, by his conduct, been legally seized for his debt; therefore, he was liable to repay his sons the amount realized by the sale. The plaintiff had only agreed to release that liability upon payment of £1,200, and he could enforce that if the defendant succeeded in showing his express promise was not binding. But the plaintiff was content to take the £1,200 instead of insisting on his right to the £1,300. The judgment of Huddleston, B., was, therefore,

right.—COUNSEL, *Finlay, Q.C., and W. D. Allen; Jelf, Q.C., and Johnston Watson; C. D. Edwards.* SOLICITORS, *H. W. Purkis & Co.; Stokes & Robinson, for C. H. Edwards, Birmingham.*

HIGH COURT OF JUSTICE.

MORTGAGE—FIXTURES—PARCELS—MORTGAGE OF SMELTING WORKS—ORE ABSORBED BY FURNACE.—In a case of *Tottenham v. The Swansea Zinc Ore Company*, before Pearson, J., on the 21st inst., a curious question arose between two sets of mortgagees of some smelting works, as to the right to the ores which, in the process of smelting, had become absorbed in the bricks which formed the lining of the smelting furnaces. The company, in 1880, executed a mortgage of their works (which were leasehold) to trustees for the holders of certain debentures issued by the company. The deed assigned to the trustees the land and the buildings and works erected on it, exclusive of "trade machinery" as defined by the Bills of Sale Act, 1878. The first trust was to permit the company to hold and enjoy the premises, and to carry on their business thereupon, until default should be made in payment of the debentures, or until an order should be made to wind up the company, or the company should resolve upon a winding up. On the happening of either of these events, power was given to the trustees to enter into possession and to sell the property for the benefit of the debenture-holders. In July, 1883, the company executed a second mortgage of the same property to other trustees for the holders of another issue of debentures. This mortgage included also the company's engines, plant, machinery, tools, implements, and things used in the business, stocks of metal and ore, loose materials, stock-in-trade, book debts, and other chattels and effects. The company made default in paying the first issue of debentures, and resolved on a voluntary winding up. The trustees of the second deed commenced this action for the execution of the trusts of that deed. An order was afterwards made for the compulsory winding up of the company. The trustees of the first deed, who had taken possession of the works, sold under the power contained in the first deed. The trustees of the second deed claimed to be entitled under their mortgage to the ores which had been absorbed by the brick linings of the smelting furnaces in the process of smelting, and which could only be extracted by pulling down the furnaces and smelting the bricks of which the linings were composed. There was evidence that this process was from time to time carried out by persons engaged in smelting operations. The trustees of the second deed claimed (notwithstanding the sale) the right to enter on the property and pull down the furnaces, in order to extract the ore, compensating the purchaser for the damage caused to the furnaces. A summons was taken out by the plaintiffs, asking that the liquidator (who was also receiver in the action) might be ordered to recover the absorbed ores in the way indicated, and sell them, and pay the proceeds to the plaintiffs. PEARSON, J., held that there was no foundation for the plaintiffs' claim. He was of opinion that the first mortgages were, under their security, entitled to all the building—[which were on the company's land, at the time, and in the condition in which they were, when the trustees of the first deed entered into possession. This was the result of the law as laid down in *Walmesley v. Milne* (7 C. B. N. S. 135). If, after the date of the first mortgage, the company had chosen to pull down the brick furnaces, and substitute for them furnaces of pure gold, they would have passed to the first mortgagees, who would have been entitled to sell them.—COUNSEL, *Cookson, Q.C., and Ingle Joyce; Levett; Cosmo-Hardy, Q.C., and Beaumont.* SOLICITORS, *Ingle, Cooper, & Holmes; Newman, Stretton, & Hilliard; Leary & Co.*

MORTGAGE—FURTHER ADVANCES—TACKING.—In a case of *Atherley v. Burnett*, before Pearson, J., on the 21st inst., a question arose as to the right of a mortgagee to tack. The question was whether, when there is a legal mortgage to A. of two properties, X. and Y.; then an equitable mortgage (without notice) of X. to B.; then an equitable mortgage (without notice) of Y. to C.; and C. afterwards pays off A., and takes a transfer from him of the legal mortgage, C. can, as against B.'s equitable charge on X., tack the amount on his own equitable mortgage to the amount due on the legal mortgage. On the 7th of August, 1877, N. mortgaged to W., in fee, some houses in Southampton, to secure £1,200 and interest. On the same day N. mortgaged to W., in fee, four properties at Lyndhurst, and also two cottages at Lyndhurst, to secure another sum of £1,250. On the 20th of October, 1880, N. deposited with L. the title-deeds of the two cottages at Lyndhurst as security for a loan of £300. L. had no notice of the prior mortgage of August, 1877. On the 3rd of June, 1880, N. deposited with A. the title deeds of the Southampton houses as security for an advance of £2,300. A. had no notice of the prior mortgage of August, 1877. On the 18th of May, 1881, N. deposited with A. the title-deeds of the Lyndhurst property comprised in the mortgage of August, 1877 (other than the two cottages) as a security for a sum of £3,000, which included £1,600 then remaining due of the £2,300, and a further advance of £1,400. A. had no notice of the prior mortgage of August, 1877, of the Lyndhurst property. In January, 1882, N. was adjudicated a bankrupt, and in July, 1882, A. paid off W., and took assignments from him of his two mortgage debts and transfers of his two securities of August, 1877. This was a foreclosure action by A., the defendants being the trustee in bankruptcy of N., and L. A. claimed to be entitled to tack the amounts due to him in respect of his two equitable mortgages to the amounts due on the legal mortgage of August, 1877, so as to obtain priority over L. as regarded the two cottages at Lyndhurst. PEARSON, J., held that A. was entitled to tack in the way which he claimed.—COUNSEL, *Swirell, Q.C., and Maudslayi; Cookson, Q.C., and Beaumont.*

Coxen-Hardy, Q.C., and G. C. Price; J. Chester. SOLICITORS, Stocken & Jupp; Watson, Sons, & Room; J. J. Harlow; Robins, Cameron, & Kemm.

ADMINISTRATION OF INSOLVENT ESTATE—TRANSFER OF PROCEEDINGS FROM CHANCERY DIVISION TO COURT OF BANKRUPTCY—DISCRETION OF JUDGE—BANKRUPTCY ACT, 1883, s. 125.—In a case of *Higgs v. Weaver*, before Pearson, J., on the 21st inst., a question arose as to the exercise of the power, given to the court by section 125 of the Bankruptcy Act, 1883, to transfer proceedings in the Chancery Division for the administration of an insolvent estate to the Court of Bankruptcy. Section 125 provides that

"(1) Any creditor of a deceased debtor, whose debt would have been sufficient to support a bankruptcy petition against such debtor had he been alive, may present to the court a petition in the prescribed form, praying for an order for the administration of the estate of the deceased debtor, according to the law of bankruptcy." "(2) Upon the prescribed notice being given to the legal personal representative of the deceased debtor, the court may, in the prescribed manner, upon proof of the petitioner's debt, unless the court is satisfied that there is a reasonable probability that the estate will be sufficient for the payment of the debts owing by the deceased, make an order for the administration in bankruptcy of the deceased debtor's estate, or may upon cause shown dismiss such petition with or without costs." "(4) A petition for administration under this section shall not be presented to the court after proceedings have been commenced in any court of justice for the administration of the deceased debtor's estate, but that court may in such case, on the application of any creditor, and on proof that the estate is insufficient to pay its debts, transfer the proceedings to the court exercising jurisdiction in bankruptcy, and thereupon such last-mentioned court may, in the prescribed manner, make an order for the administration of the estate of the deceased debtor, and the like consequences shall ensue as under an administration order made on the petition of a creditor." In the present case a testator died with debts amounting to about £1,000, and assets worth about £500. A creditor presented a petition, under section 125, to the Court of Bankruptcy for the administration of the estate. On the same day, but at a later hour, another creditor commenced an action in the Chancery Division against the executrix for the administration of the estate, and, before the petition could be heard, he obtained an administration judgment, by which also a receiver of the assets and manager of the testator's business was appointed. This judgment was dated the 1st of October, 1884. On the 14th of November the petitioning creditor, and some other persons who also claimed to be creditors of the testator, issued a summons in the action, asking that the proceedings might be transferred to the Court of Bankruptcy. The applicants had not proved their debts in chambers, and their claims were disputed. Pending the hearing of this summons the proceedings in chambers were continued, and considerable expenses were incurred. There was but a small number of creditors. The application was opposed by the plaintiff and by the defendant. Pearson, J., refused the application. He said that he was informed by his chief clerk that the expenses already incurred in chambers would be entirely thrown away if he were to order the transfer, and, in the exercise of his discretion under section 125, he thought it would be more convenient not to make it. Considering the small amount of the assets, and the small number of creditors, he thought it better that the administration should continue in the Chancery Division. He had some doubt whether alleged creditors whose debts had not been proved, and were, in fact, disputed, were entitled to make the application, but he did not decide the case on that ground.—COUNSEL, Charles Browne; Oswald; Geyer. SOLICITORS, G. W. Churchley; Keens, Marsland, & Bryden; Simpson, Palmer, & Winder.

RECTIFICATION OF SETTLEMENT—DEED ENROLLED IN CHANCERY DIVISION—JURISDICTION—FINES AND RECOVERIES ACT, 1833, s. 47.—In a case of *Hall Dare v. Hall Dare*, before Bacon, V.C., on the 19th inst., a question arose whether the court had jurisdiction to rectify a settlement on the ground of mistake where the settlement was by a deed which had been enrolled in the Chancery Division in accordance with the provisions of the Fines and Recoveries Act, 1833. Bacon, V.C., said that he could not take upon himself to interfere with the Act of Parliament. The 47th section contained a positive prohibition against the court exercising in the case of enrolled deeds the power which it undoubtedly possessed in other cases. No doubt there had been a mistake, but under the statute he had no power to correct it, and the action must be dismissed.—COUNSEL, Hemming, Q.C., and W. Byrns; Marton, Q.C., and Ribton. SOLICITORS, Fremson & Bothamley; G. A. Crowley & Arnold.

BANKING ACCOUNT—JOINT GUARANTEE OF ACCOUNT OF JOINT STOCK COMPANY—RECONSTITUTION OF COMPANY—DEATH OF ONE OF THE GUARANTORS—MISREPRESENTATION—CONTINUANCE OF GUARANTEE.—In a case of *Ashby v. Day*, before Bacon, V.C., on the 3rd, 4th, 5th, 9th, and 11th inst., a question arose as to whether a joint guarantee given to secure the banking account of a joint stock company remained in force after the death of one of the guarantors; and, if so, whether, under the circumstances, the bankers could recover on it. The company had been wound up and reconstituted, but the account was not closed or altered except by the interposition of a word in the name of the company, and the plaintiffs stated that they did not know of the reconstitution. The plaintiffs urged that the defendants were, by their conduct, estopped from denying that the guarantee applied to the account of the new company, and that, if the guarantee was not binding, then they were entitled to damages for loss sustained in consequence of misrepresentations made by the defendants. The defendants, who were the two surviving guarantors, insisted

that the guarantee determined on the death of the third guarantor, and, amongst other defences, relied on Lord Tenterden's Act. Bacon, V.C., said that in default of notice given at the time the liability of the defendants remained in force, and had been so considered and acted upon by them. It had never been held that the death of one contractor put an end to the joint contract; nor that such a continuance of dealing as was here proved could have any such effect. The defendants had acted throughout as if the guarantee were in force, and could not now be heard to deny it. Judgment for plaintiffs, with costs.—COUNSEL, Marton, Q.C., Finlay, Q.C., and Northmore Lawrence; Rigby, Q.C., J. Beaumont, and Harmsworth. SOLICITORS, Trinders & Romer; Walker & Mowburn Walker.

DOMICILE—FIXITY OF RESIDENCE—CHARACTER OF RESIDENCE.—In the case of *Re Jas. Patience, Patience v. Main*, before Chitty, J., on the 24th inst., the question arose whether a deceased intestate whose estate was being administered by the court was domiciled in England or Scotland. The intestate, who had never married, was born in Scotland in 1792; joined the British army in 1810; never after visited Scotland, serving for many years with his regiment abroad; sold out in 1860, and resided in England without intermission from that date until his death in 1882, living in hotels and lodgings during the whole of that period. He had never owned or purchased any real estate either in this country or Scotland. It appeared that he had lost sight of all his Scotch connections, but that in 1860 he wrote a memorandum referring to his brother who died in 1827, and his sister who he had heard died in 1854, stating that, although he had had for many years no communications with any of his relations, he must accuse himself of being the cause of the long silence. There did not appear to be any other evidence of the intestate's thoughts being directed towards his connection with his birthplace. Chitty, J., said that the *onus probandi* was with those who alleged the domicile by choice as against that of origin. The memorandum of 1860 was a mere reference, and there was, in fact, no evidence proceeding from the intestate's spoken or written words which showed any intention of changing or not changing his domicile. Residence by itself, however long, did not constitute domicile, and taking into consideration the peculiarity of the intestate's residence, how he shifted about from lodging to lodging without ever forming a permanent home, there was nothing whatever which could disturb the domicile by origin. Had the intestate purchased real estate here or even a grave, or married and brought up a family, he might have decided otherwise, but as the facts were he must hold that the deceased was a domiciled Scotchman at the date of his death.—COUNSEL, Macnaghten, Q.C., and Andrew Anderson; Morshead; Romer, Q.C., and Fossett Lock. SOLICITORS, B. Fielder Watson; B. Farquharson Watson; Douce.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—SPECIFIC PERFORMANCE—AUTHORITY OF AUCTIONEER.—In a case of *Saunders v. Dence*, before Field, J., on the 18th inst., there was a question as to the authority of an auctioneer. The defendant bought some land at a sale by auction for £8,000. The auctioneer had, before the sale, received a letter from the plaintiff, asking what price would be demanded for a sale of the property by private contract in case it should not be sold at the auction. On the day of sale, but after the sale had taken place, the auctioneer informed the defendant that a client of his was inquiring about the property, and the defendant then said that he was willing to resell for £6,000, of which £100 was to be paid to the auctioneer as commission, if the offer was accepted within a specified time. The offer was communicated by the auctioneer to the plaintiff, who wrote a letter to the auctioneer accepting it. This action was brought for the specific performance of the agreement. There was a conflict of evidence as to the time within which the defendant's offer was to be accepted, and one of the defences was that it was not accepted in time. Another defence was that the auctioneer's authority did not extend to making a contract, but that he was only authorized to bring the parties together, the case of *Hamer v. Sharp* (L. R. 19 Eq. 108) being relied upon. Field, J., held that *Hamer v. Sharp* did not apply, and that the auctioneer was authorized to negotiate for a sale of the defendant's interest under his contract. But the action was dismissed, on the ground that the offer had not been accepted in time.—COUNSEL, Warrington, Q.C., and McSwiney; Finlay, Q.C., and W. F. Hamilton. SOLICITORS, G. W. Dodd; Whittington, Son, & Barker.

PRACTICE—ACTION REFERRED—DEATH OF PLAINTIFF—ABATMENT OF ACTION—ADDING EXECUTORS AS PARTIES—TERMS OF ORDER OF REFERENCE.—R. S. C., 1883, ORD. 17, r. 4.—In the case of *Bowker v. Evans and others*, in which judgment was delivered by the Divisional Court (Grove, Manisty, and Lopes, JJ.) on the 23rd inst., the point arose as to the power of the court to add the executors of the deceased plaintiff, under ord. 17, r. 4. The action was brought in June, 1883, to recover damages for injury to the plaintiff's freehold property by reason of the defendants' taking away the minerals that supported it. The action was referred by consent to an arbitrator, with power to state a special case, and the order of reference provided that the arbitrator "shall make and publish his award in writing of and concerning the matters referred ready to be delivered to the parties in difference, or such of them as require the same (or their respective personal representatives if either of the said parties die before the making of the award)." Several meetings were held, and on November 4, 1884, the plaintiff died. On December 30 the award was made in favour of the plaintiff, subject to a special case (which was subsequently decided in the plaintiff's favour). The executors of the plaintiff

proved his will on the 5th of January, 1885, and on the 6th applied by summons, under ord. 17, r. 4, to substitute their names for that of the deceased plaintiff in the action, and that the proceedings should be carried on between them and the defendants. Field, J., at chambers, reversing the order of the district registrar at Manchester, granted the application. On appeal the defendants contended that, the action having abated by the death of the plaintiff, the executors could not be added as parties under ord. 17, r. 4. The executors contended that, by the terms of the order of reference, the parties had agreed that the personal representatives of either party dying might be added, and that therefore the court had power to add the executors under ord. 17, r. 4. It was held by MANISTY and LOPES, JJ., GROVE, J., dissenting, that ord. 17, r. 4, only applied to cases where the cause of action continued and survived, while here the cause of action was dead, and so the action had abated; and though by the terms of the order of reference the parties had agreed that the award, even if made after the death of either party, should be binding on their personal representatives, that this agreement did not give the court any power to add the executors under ord. 17, r. 4, so as to allow them to continue the proceedings, the cause of action not having survived, but only gave the executors a right of action on the agreement. Held, by GROVE, J., that by the terms of the order of reference, the parties having agreed that the award should be binding, even if made after the death of either party, the parties had thereby agreed that the action should be continued to their personal representatives, and the action was thereby kept alive, and so the court had jurisdiction to add the executors of the plaintiff as parties under ord. 17, r. 4, and to allow them to continue the proceedings in the action. The majority of the court being of a contrary opinion, the appeal was allowed.—COUNSEL, *Ambrose, Q.C., and E. Sutton; Sir F. Herchell, S.G., and Heywood.* SOLICITORS, *J. Burton, for Bouden & Walker, Manchester; Chester, Mayhew, & Co., for Crofton & Craven, Manchester.*

COUNTY COURTS ACT, 1856 (19 & 20 VICT. c. 108), s. 39.—DEFENDANT'S RIGHT TO STAY ACTION IN COUNTY COURT.—ACTION WHICH CANNOT BE TRIED IN HIGH COURT.—ACTION UNDER EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42).—In a case of *Claxton v. Lucas & Co.*, which came before a divisional court (MATHEW and SMITH, JJ.), on the 20th inst., the question arose as to whether the defendant in an action over £5 under the Employers' Liability Act can as of right stay the proceedings under section 39 of the County Courts Act, 1856, so as to compel the plaintiff to bring the action in the High Court. Section 39 provides that, if in any action of contract the plaintiff shall claim a sum exceeding £20, or if in any action of tort the plaintiff shall claim a sum exceeding £5, and the defendant shall give notice that he objects to the action being tried in the county court, and shall give security . . . for the amount claimed, and the costs of trial in one of the superior courts of common law, . . . all proceedings in the county court in any such action shall be stayed," &c. The following were the facts:—The plaintiff brought an action in the City of London Court under the Employers' Liability Act, and the defendants gave notice under section 39 of the County Courts Act, 1856, that they objected to the action being tried in the City of London Court, and gave security for the amount claimed and the costs of trial in the High Court, and thereupon all proceedings in the action were stayed under that section. The plaintiff then commenced his action in the High Court, but, finding that that court had no jurisdiction under the Employers' Liability Act to try it, he discontinued that action, and applied to the judge of the City of London Court to remove the stay of proceedings, so as to allow the action in the City of London Court to continue, which the learned judge did. The defendants thereupon obtained a rule nisi for a prohibition restraining the City of London Court from proceeding to hear and determine the action. Held, on cause being shown against the rule for a prohibition, that section 39 applies only to those actions which can be tried in the High Court. An action under the Employers' Liability Act, by section 6, cannot be tried in the High Court, unless removed into it by *certiorari*, and therefore section 39 does not apply to such an action, and the rule for a prohibition must be discharged.—COUNSEL, *Horne Payne and G. S. Bower; R. A. McCall.* SOLICITORS, *Ranger & Burton; Cope & Co.*

BANKRUPTCY CASES.

BANKRUPTCY.—ACT OF BANKRUPTCY.—NOTICE OF INTENTION TO SUSPEND PAYMENT.—PRIVATE MEETING OF CREDITORS.—STATEMENT OF AFFAIRS.—OFFER OF COMPOSITION.—BANKRUPTCY ACT, 1883, s. 4, sub-section (1) (h.).—In the case of *Es parte Jones, In re Walsh*, which came before the Divisional Court in Bankruptcy on the 18th inst., an important question was raised as to the meaning of section 4, sub-section (1) (h.), of the Bankruptcy Act, 1883, which enacts that a debtor commits an act of bankruptcy if he gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts. The debtor called a meeting of his creditors, which was held on the 13th of June, and at that meeting a statement of his affairs was presented to the creditors, and he offered a composition of 6s. 8d. in the pound, based on the statement of affairs, but it was not accepted; a subsequent offer of 10s. in the pound was also rejected. On the 19th of June a petition was filed, and a receiving order made against the debtor, who was subsequently adjudicated bankrupt. The debtor in calling his creditors together acted on the advice of solicitors, to whom he went on the 30th of May, and they, having received money of the debtor, made a payment before the 19th of June to the accountant who prepared the statement of affairs, and also claimed to retain other moneys for their own costs prior to the 19th of June. The question raised was whether these

payments had been made with notice of an act of bankruptcy. The solicitors had attended the meeting of creditors, and therefore the sole question was whether what took place there was an act of bankruptcy. Judge Thomson, of the Liverpool County Court, had held, on the authority of *Es parte Ostler, In re Friedlander* (33 W. R. 126, L. R. 13 Q. B. D. 471, that it was not. For the appellant, the trustee, it was contended that the calling of a private meeting of creditors and the presentation to them of a statement which clearly showed that the debtor was insolvent, was practically a notice of suspension of payment, and therefore, by section 4 (1) (h.), an act of bankruptcy. The court (CAVE and WILLIS, JJ.) held that nothing short of a definite intimation of the debtor's intention to suspend payments of debts would be sufficient. Here there was no such intimation. The case was within the principle of *Es parte Ostler, In re Friedlander*, and the appeal must be dismissed.—COUNSEL, *Kennedy; Bigham, Q.C., and Smyly.* SOLICITORS, *F. Venn & Co., for J. P. Harris, Liverpool; Pritchard, Englefield, & Co., for Gartside & Falkner, Manchester.*

BANKRUPTCY.—EXECUTIONS FOR AMOUNTS UNDER AND OVER £20.—SALE.—NOTICE WITHIN FOURTEEN DAYS OF PETITION.—ADJUDICATION.—RIGHTS OF EXECUTION CREDITORS UNDER £20.—BANKRUPTCY ACT, 1883, s. 46, sub-section 2.—In the case of *Es parte Crosswhite, In re Power*, in which Cave, J., on the 23rd inst., delivered a written judgment, after taking time to consider the case, an important point was decided as to the rights of an execution creditor for a sum not exceeding £20 when there are other executions for amounts over £20, and, within fourteen days after the sale, the sheriff receives notice of the presentation of a bankruptcy petition against the debtor. It was an application by a creditor for an order on the trustee to pay over £12 13s.—the amount which the sheriff was directed to levy on the goods of the bankrupt under a *f. fa.* issued at the instance of the applicant. In the beginning of May, 1884, the sheriff was in possession of the goods of the bankrupt under several writs, of which the first in order of priority was for £41, the second for £6, the third for £47, the fourth for £34, and the fifth, that of the applicant, for £12 13s. On the 12th of May the sheriff sold and realized a net balance of £89 19s. He continued to hold this sum until the 22nd of May, when he had notice of a bankruptcy petition having been that day presented against the debtor; and subsequently, after adjudication, he paid £6 to the execution creditor whose writ was second in point of time, and handed over the balance to the trustee. Section 46 (2) of the Bankruptcy Act, 1883, enacts that, where the goods of a debtor are sold under an execution in respect of a judgment for a sum exceeding £20, the sheriff shall deduct the costs of the execution from the proceeds of sale and retain the balance for fourteen days, and if, within that time, notice is served on him of a bankruptcy petition having been presented against or by the debtor, and the debtor is adjudged bankrupt thereon, or on any other petition of which the sheriff has notice, the sheriff shall pay the balance to the trustee in the bankruptcy, who shall be entitled to retain the same as against the execution creditor. It was contended, on behalf of the applicant, that the executions held by the sheriff for sums above £20 were avoided by this section, and, consequently, that the applicant's execution was let in, and that the sheriff ought to have paid him his £12 13s. CAVE, J., refused the application, saying that the sheriff's duty was to execute first that writ which was first delivered to him, and, when he had sold enough to satisfy that writ, he should sell under the next in order. Here the sheriff did not realize enough to satisfy the third writ, and, consequently, his duty to sell under the fourth and subsequent writs never arose. The sheriff was bound, under section 46, sub-section (2), to pay over to the trustee in bankruptcy the amount he held in his hands for the first and third creditors, because their judgments were for over £20, but, as to the £6, he was bound to pay that to the second creditor. The effect of section 46, sub-section (2), is not to make the executions void, but the effect is that the benefit of the executions is transferred from the execution creditors to the trustee for the benefit of the creditors generally.—COUNSEL, *Herbert Reed; Macdonell and Fraser Macleod.* SOLICITORS, *Walker, Meuburn, & Walker; W. W. Aldridge.*

CASES AFFECTING SOLICITORS.

BANKRUPTCY.—SOLICITOR'S RIGHT OF AUDIENCE.—APPEAL FROM COUNTY COURT.—DIVISIONAL COURT OF THE HIGH COURT OF JUSTICE.—In the case of *In re Barnett, Es parte Trustee*, which came before a divisional court of the High Court sitting in Bankruptcy, on the 24th inst., the important question of a solicitor's right of audience was raised. Mr. Fox (solicitor) appeared for the appellant, when it was suggested to the court that he had no right of audience, inasmuch as section 151 of the Bankruptcy Act, which enacts that "nothing in this Act, or in any transfer of jurisdiction effected thereby, shall take away or affect any right of audience that any person may have had at the commencement of this Act, and all solicitors or other persons who had the right of audience before the Chief Judge in Bankruptcy shall have the like right of audience in bankruptcy matters in the High Court," could only preserve such right of audience in the High Court; but by section 104, sub-section (a.), it was enacted that an appeal from the order of the county court should lie to the Court of Appeal, and section 151 did not preserve the solicitor's right of audience there. Then section 104, sub-section (a.), was repealed by the Bankruptcy Appeals (County Courts) Act, 1884 (47 Vict. c. 9), which enacted that the appeal from a county court should be to a divisional court of the High Court, but said nothing about reviving the solicitor's right of audience, which was gone before the later Act was passed. The Divisional Court was merely substituted for the Court of Appeal; no other change was contemplated by the Legislature. It was, of course, admitted that before

the 1883 Act, the appeal being to the Chief Judge in Bankruptcy, the solicitor would have had a right of audience under section 71 of the Bankruptcy Act, 1869. The court (CAVE and WILLS, JJ.) held that this case was a "bankruptcy matter in the High Court" (section 151), and of precisely the same kind as the matters in which, before the present Act was passed, a solicitor could have been heard; therefore the solicitor had a right of audience.—COUNSEL, *Poyser*, for the respondent. SOLICITORS, *Fox & Page*; *Scott & Barham*.

COSTS OF PERUSING ABSTRACT OF TITLE—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44).—GENERAL ORDER, AUGUST, 1882—SCHEDULE 2.—In the case of *In re R. A. Parker*, before Chitty, J., on the 10th and 24th inst., being a summons to review taxation, the question arose whether the old charge for perusing an abstract of title—6s. 8d. for three brief sheets of eight folios (the charge allowed by the taxing master)—was displaced by the General Order made in pursuance of the Solicitors' Remuneration Act and increased thereby to 1s. a folio. The question turned on schedule 2 of the order. The confused arrangement of the schedule and its general inexplicability were the subject of comment. The leading arguments are noticed in the judgment. CHITTY, J., said:—The question is as to the meaning of the term "other documents" in the 2nd schedule to the general order made in pursuance of the Solicitors' Remuneration Act, 1881. It is contended on behalf of the solicitors, that those words include abstracts, and, consequently, that the solicitor is now entitled to a fee of 1s. per folio for perusing an abstract, instead of the old fee of 6s. 8d. for three brief sheets of eight folios each. The schedule is referred to in the second rule in this way under sub-section (c.):—"In respect of all other deeds or documents, and of all other business, the remuneration for which is not hereinbefore, or in schedule 1 hereto, prescribed, the remuneration is to be regulated according to the present system as altered by schedule 2 hereto." On the face of it, schedule 2 does not contain an exhaustive statement of the system as altered by the rule itself, but merely contains certain alterations which are made in terms. It is noticeable that, in sub-section (c.), many documents are mentioned, "settlements, mining leases, or licences or agreements therefor, re-conveyances, transfers of mortgage, or charges and assignments of leases." Now, turning to the schedule itself, the heading of that which is, not in form but in substance, the first part of the 2nd schedule, I find the words, "Instructions for and drawing and perusing deeds, wills, and other documents." I should say, speaking of the matter simply, that the term "other documents" is sufficient to include abstracts, but there is this consideration, which probably was in the mind of those who framed the rules, that an abstract is rather an epitome of a document than a document itself, and I think from reading the other parts of the rules that this becomes more apparent. But the schedule is plainly, as I have intimated, divided into two parts. That is shown by the fact that the note, which I am about to read, occurs before that part which deals with abstracts of title:—"In extraordinary cases the taxing master may increase or diminish the above charge, if, for any special reasons, he shall think fit;" and then comes a new heading—"Abstracts of title, where not covered by the above scales," and those words "where not covered by the above scales" refer, undoubtedly, to the scale scheduled. Then, at the end of that, which I say is necessarily a second part of this 2nd schedule, I find a note similar to the note which I have just read. It appears to me, upon the true construction of the 2nd schedule, that abstracts of title is a term used independently of "other documents," and is intended to be in contrast with them. The result is that abstracts of title are dealt with specifically, and that the old practice remains, except so far as an alteration has been expressly effected; and, I think, to answer the question with which I started, that the term "other documents" on the true construction of this schedule, does not include abstracts of title. It was well said that one of the objects of these new rules was to do away with the old system of remunerating solicitors simply according to the length of the documents that they drew or perused, and it was said in furtherance of that proposition that, inasmuch as deeds after the Conveyancing Act would be shorter, it would follow that abstracts would be shorter, and it would follow that the solicitor had to employ more mental labour in reading, not merely the deeds, but in reading the abstract. There is some force, undoubtedly, in that observation, but in practice, though solicitors could read the abstracts, and do sometimes advise their clients themselves personally on the matter, it is generally found (I do not say it is the universal rule) that solicitors employ counsel and do not undertake the responsibility of advising on a title except of the simplest kind. That being so, it appears to me there is a reason for saying that those who framed these rules did not intend to increase the remuneration of the solicitor for work which, in most cases, is rather of a mechanical kind—merely reading through the abstract before sending it to counsel—from 6s. 8d., as it stood at the time when these rules were made, to 24s., as it would be if the contention of the solicitors in this case be held to be correct. I would make one further observation on the rules, which is this, that I find, on looking at the specific matters which are dealt with, that some of the charges remain as they were at the time when the rules were passed, though the amount of remuneration is stated against the particular head. How that occurred I cannot exactly explain. Possibly there was some discussion about these particular heads, and in the result the old charges were continued. As the matter appeared to be one of some importance to solicitors, I requested the taxing masters to make a report to me on the subject, and I find that seven of the taxing masters, as against one, have, in the taxation of bills, acted upon the opinion which I have myself arrived at. I have arrived at my opinion independently of their report, but, at the same time, their report has given me valuable assistance in the matter. I therefore hold in this case

that the taxing master is right.—COUNSEL, *Macnaghten, Q.C.*; *Phipson Beale*. SOLICITORS, *Sharps, Parker, Pritchard, & Sharps*. No respondent appeared.

SOLICITORS' REMUNERATION ACT, 1881—GENERAL ORDER, RULES 2 (b.), (c.), SCHEDULE I., PART II.—SCALE CHARGE FOR LEASE—ATTENDANCES AND JOURNEYS RESULTING IN AGREEMENT FOR LEASE.—In the case of *In re C. G. Field*, a solicitor, before Chitty, J., on the 25th inst., being a summons to review taxation, the question arose as to whether a solicitor was entitled, in addition to the scale charges as fixed by the Solicitors' Remuneration Act, 1881, General Order, Schedule I., Part II., incurred in and about the preparation of a lease, to also charge for interviews and attendances, including journeys, which resulted in the agreement for lease, and which, in fact, led to the heads of terms from which the lease was prepared. The taxing master disallowed such charges, being of opinion that the language of Schedule I., Part II., as to leases, &c., must be read in connection with that of rule 2 (b.) which meant that the scale charge should be exhaustive. It was, however, submitted that as Schedule I., Part II., contained no mention of negotiations, the old practice of charging separately for such preliminaries remained, and that was the proper effect of rule 2 (c.). CHITTY, J., said that the scale charge for leases was intended to cover all preliminary negotiations and attendances. The rules in fixing scale charges were on the give and take principle, and were to be taken for better or worse, and the rough was to be taken with the smooth. The taxing master's view was right.—COUNSEL, *Lucie, Q.C.*, and *A. W. Rowden*; *Romer, Q.C.*, and *Davenport*. SOLICITORS, *Soames, Edwards, & Jones*, for *C. G. Field*, Reading; *Freeman & Bothamley*, for *J. C. Chalk*, Brighton.

OBITUARY.

MR. HENRY MONEY WAINWRIGHT.

Mr. Henry Money Wainwright, solicitor, died at Dudley on the 18th inst., in his seventy-second year. Mr. Wainwright was born in 1813. He was admitted a solicitor in 1835, and for nearly fifty years he had conducted a large practice at Dudley. He had been for many years solicitor to the South Staffordshire Waterworks Company, and he was also solicitor and secretary to the Dudley and Stourbridge Tramways Company. Mr. Wainwright took an active part in all local business. He was an alderman for the borough of Dudley, and he had filled the office of mayor. He was also chairman of the Dudley School Board, and a justice of the peace for the borough.

MR. JOHN FLETCHER HARGRAVE.

Mr. John Fletcher Hargrave, many years a judge of the Supreme Court of the Colony of New South Wales, died recently at Sydney, in his seventieth year. Mr. Hargrave was born in 1815. He was educated at King's College, London, and at Trinity College, Cambridge, where he graduated as a senior optime in 1837. He was called to the bar at Lincoln's Inn in Hilary Term, 1841, and he practised for several years as an equity draftsman and conveyancer. He achieved a wide reputation as a real property lawyer, and he edited the first volume of Blackstone, and was the author of a treatise on the Thellusson Act. In 1856, in consequence of the state of his health, he emigrated to Australia, and he was in due course called to the bar at Sydney. He was appointed Solicitor-General of New South Wales in 1856, and he was Attorney-General of the colony from 1860 till 1865, when he became a puisne judge of the Supreme Court. He was appointed primary judge in equity in 1875, and he was also judge in matrimonial causes. A few months ago Mr. Justice Hargrave retired from judicial life on account of failing health.

LEGAL APPOINTMENTS.

Mr. THOMAS MUSGRAVE FRANCIS, solicitor, of Cambridge, has been appointed by the high sheriff of Cambridgeshire and Huntingdonshire (Mr. John Carbery Evans) to be Under Sheriff of those counties for the ensuing year. Mr. Francis is an M.A. of Trinity College, Cambridge. He was admitted a solicitor in 1874.

Mr. GILBERT JOHN DASHPER, solicitor (of the firm of Tweed, Stephen, & Dashper), of Lincoln and Skegness, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK ROWLAND ROBERTS, solicitor (of the firm of Roberts & Evans), of Aberystwith, has been appointed by the high sheriff of Cardiganshire (Mr. George Williams Parry) to be Under Sheriff of that county for the ensuing year. Mr. Roberts is clerk of the peace for the county, and clerk to the Commissioners of Taxes at Aberystwith. He was admitted a solicitor in 1839.

Mr. RANDAL CASSON, solicitor (of the firm of Breece, Jones, & Casson), of Dolgelly and Portmadoc, has been appointed by the high sheriff of Carnarvonshire (Mr. John Ernest Greaves) to be Under Sheriff of that county for the ensuing year. Mr. Casson was admitted a solicitor in 1874.

Mr. CLARENCE RICHARD HALSE, solicitor (of the firm of Halse, Trustram,

& Co., 61, Cheapside, E.C., and 17, Old Burlington-street, W.), has been appointed by Mr. Alderman and Sheriff Whitehead to be Under Sheriff of London and Middlesex, in the place of Mr. Henry Homewood Crawford, elected City Solicitor. Mr. Clarence Halse was admitted in Hilary Term, 1875, and is a liveryman of the Skinners' Company.

Mr. THOMAS LEWIS, solicitor, of Narberth, has been appointed by the high sheriff of Pembrokeshire (Lieut.-Col. Henry Leach) to be Under Sheriff of that county for the ensuing year. Mr. Lewis was admitted a solicitor in 1842. He is clerk to the Commissioners of Taxes at Narberth.

Mr. CARLOS COOPER, barrister, has been appointed Recorder of the Borough of King's Lynn, on the resignation of Mr. Douglas Brown, Q.C. Mr. Cooper was called to the bar at Lincoln's-inn in Hilary Term, 1839. He is a member of the South-Eastern Circuit, practising locally at Norwich. He has been, for many years, recorder of the borough of Retford.

Mr. WILLIAM LAMBERT DOBSON, puisne judge of the Supreme Court of the colony of Tasmania, has been appointed Chief Justice of Tasmania, in succession to Sir Francis Smith, resigned. Chief Justice Dobson was called to the bar at the Middle Temple in Trinity Term, 1856, having, in the previous May, obtained a first-class certificate of honour. He was attorney-general of that colony from 1861 till 1870, when he was appointed a puisne judge of the Supreme Court.

Mr. WILLIAM GIRLIN, attorney-general of Tasmania, succeeds Mr. Justice Dobson as a Judge of the Supreme Court of that colony.

Mr. GEORGE THOMAS BARRAS, solicitor, of Rotherham, Sheffield, and Hoyland, has been appointed Clerk to the Rotherham Board of Guardians and Assessment Committee, and Superintendent Registrar for the Rotherham District. Mr. Barras was admitted a solicitor in 1876. He is clerk to the Hoyland School Board.

Mr. CHARLES FREDERICK JOHNSON, solicitor (of the firm of Johnson & Johnson), of Stockport, Marple, and New Mills, has been appointed Clerk to the Marple Local Board. Mr. Johnson was admitted a solicitor in 1882.

DISSOLUTIONS OF PARTNERSHIPS.

ROGER A. GARTSIDE and ERNEST FALKNER, solicitors, Manchester (Gartside & Falkner). Feb. 20.

CHARLES ROBERT HINNELL and HUGH BROWN, solicitors, 28, Townhall-square, Bolton (Hinnell & Brown). March 7. The said business will be carried on by the said Hugh Brown at 28, Townhall-square aforesaid. [*Gazette*, March 20.]

HENRY HOMWOOD CRAWFORD and SAMUEL CHESTER, solicitors, 90, Cannon-street and 16 and 17, Lawrence Pountney-hill, London (Crawford & Chester). March 21. The said business will be carried on by the said Samuel Chester on his own account, under the same style as heretofore. [*Gazette*, March 24.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Tuesday, the 24th day of March, 1885.

Whereas, from the present state of the business before the Chancery Division and the Queen's Bench Division of the High Court of Justice respectively, it is expedient that a portion of the causes commenced in the said Chancery Division, but not being causes commenced for any of the purposes set forth in the 3rd sub-section of the 34th section of the Supreme Court of Judicature Act, 1873, and thereby specially assigned to the said division, should be transferred to the said Queen's Bench Division; now I, the Right Honourable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, with the consent of the Lord Chief Justice of England, as President of the last-mentioned division, do hereby order that the several causes set forth in the schedules hereto be transferred from the Chancery Division to the Queen's Bench Division of the High Court of Justice, and be marked in the cause-books accordingly. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

First Schedule.

Causes assigned to Vice-Chancellor BACON.

Buxton & High Peak, &c, Co v Mitchell 1884 B 2,209 Oct 18, 1884

Attorney General v Eli 1884 A 1,004 Nov 13, 1884

Gill v Whitaker 1884 G 1,140 Nov 29, 1884

Brooks v Askew 1884 B 2,057 Dec 10, 1884

Musgrove v McWhirter 1884 M 1,027 Jan 10, 1885

Crawley v Wolf 1884 C 4,079 Jan 12, 1885

Wilde v Whitaker 1884 W 1,532 Jan 16, 1885

Simmons v Phillips 1884 S 3,061 Jan 21, 1885

Keen v Bennett 1884 K 512 Jan 30, 1885

Dodd v Myers 1884 D 1,836 Feb 12, 1885

Lord Cardwell v Tomlinson 1884 C 2,325 Feb 13, 1885

Poncel v Tod Healty 1884 P 1,227 Feb 16, 1885

Tufnell v Loughborough 1884 T 1,179 Feb 24, 1885

Swansea Improvement & Drainage Co v Swansea & Mumbles Ry Co 1884 S 2,994 Feb 27, 1885

Suigh v Cumming 1884 S 3,921 Feb 28, 1885

Second Schedule.

Causes assigned to Mr. Justice KAY.

Henderson v Andrade 1882 H 1,299 July 2, 1884

Ponsonby v Hartley 1882 P 1,942 Dec 28, 1884

Prestott v Land Mortgage, &c, Co, 1d 1884 P 1,047 Jan 28, 1885

Henry v Bennett 1884 H 2,991 Feb 6, 1885

Lazarus v Mackie & Co 1884 L 2,440 Feb 17, 1885

Hardacre v Hattersley 1884 H 4,376 Feb 17, 1885

Rutter v Vestry of Richmond 1884 R 2,314 March 20, 1885

Hume v Shoolbred 1884 H 3,481 March 22, 1885

Third Schedule.

Causes assigned to Mr. Justice CHITTY.

Fleet v Spalding 1883 F 2,217 March 27, 1884

Boord v Stone 1883 B 6,588 June 3, 1884

Crosby v Glengall, &c, Soc 1884 C 932 June 7, 1884

The Leeds Permt Benefit Bldg Soc v Sheard 1883 L 3,600 June 26, 1884

Dicks v Lane 1882 D 572 July 17, 1884

Easterbrook v The Gt Western Ry Co 1883 E 396 July 22, 1884

Easterbrook v The L B & S C Ry Co 1883 E 391 Dec 6, 1884

Easterbrook v The Taff Vale Ry Co 1883 E 390 Dec 23, 1884

Easterbrook v The Gt Northern Ry Co 1883 E 393 Dec 23, 1884

Easterbrook v The North Eastern Ry Co 1883 E 394 Dec 23, 1884

Easterbrook v The Met Ry Co 1883 E 387 Dec 23, 1884

Easterbrook v The Gt Eastern Ry Co 1883 E 395 Dec 23, 1884

Easterbrook v The Met District Ry Co 1883 E 389 Dec 23, 1884

Mara v London 1884 M 626 July 28, 1884

Knowles v Roberts 1883 K 432 Aug 12, 1884

Searle v Gimblett 1884 44 S Aug 14, 1884

Grafton v Watson 1884 G 231 Aug 15, 1884

Reneson v Coe 1884 R 675 Nov 4, 1884

Dunston v Neal 1884 D 1,490 Nov 18, 1884

Sealy v Neal 1884 S 2,881 Nov 18, 1884

Houghton v Cooney 1883 H 813 Dec 9, 1884

Attenborough v Hirter 1884 A 1,105 Dec 15, 1884

Congreve v Burt 1884 G 1,337 Dec 24, 1884

Baxter v Borough of Bedford 1884 B 4,422 Jan 13, 1885

Gough v Duncan 1884 G 2,590 Jan 14, 1885

Thornycroft v Chiswick Local Bd 1884 T 1,350 Jan 30, 1885

Havers v Hyams 1884 H 4,863 Feb 20, 1885

Girard v Nance 1884 G 911 Feb 24, 1885

Stalworthy v Powell 1884 C 3,505 March 12, 1885

Codd v Brathay 1884 C 583 March 17, 1885

Fourth Schedule.

Causes assigned to Mr. Justice NORTON.

Purland v Balls 1883 P 23 April 3, 1884

Sheffield, &c, Society v Earl of Jersey 1884 S 3,922 May 23, 1884

Leyson and others v Glamrhyl Tin Plate Co, 1d 1883 L 2,677 May 27, 1884

Barnett & Foster v Barrett's Screw Stopper Bottling Co 1884 B 436 June 12, 1884

Barrett v Barnett 1884 B 489 June 21, 1884

Massey v Carr 1883 M 3,247 July 2, 1884

Andrews v Gt Eastern Ry Co 1884 A 317 July 16, 1884

Banfield v Ricketts 1884 B 3,275 Aug 13, 1884

Ferguson v Peter Dixon, Sons, & Co, 1md 1883 F 1,254 Aug 13, 1884

Ferguson v Carlisle City, &c, Banking Co 1884 F 235 Aug 13, 1884

Attorney-General v The Finchley Local Board 1883 A 1,793 Oct 21, 1884

Andrews v Litchfield 1884 A 420 Nov 5, 1884

SALBORNE, C.
COLBRIDGE, C.J.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 19.—*Bill Read a Second Time.*

Sale of Poisons.

March 20.—*Bills Read a Second Time.*

PRIVATE BILL.—Central Argentine Railway Company; Elham Valley Light Railway (Deviation, &c.).

Bills Read a Third Time.

PRIVATE BILL.—Auld's Patent; Newark Markets and Fairs.

March 23.—*Bill Read a Second Time.*

Election (Hours of Poll).

Bill Read a Third Time.

PRIVATE BILL.—Tilbury and Gravesend Tunnel Junction Railway (Abandonment).

HOUSE OF COMMONS.

March 18.—*Bills Read a Second Time.*

PRIVATE BILL.—Eastbourne Improvement; Rickmansworth Water.

March 20.—*Bill Read a Second Time.*

Post Office Sites.

Bill in Committee.

Redistribution.

March 23.—*Bills Read a Second Time.*

PRIVATE BILL.—Great Western Railway; Hailsham Water.

Cape of Good Hope (Advance).
Parliamentary Elections (Returning Officers).
Army (Annual).
Consolidated Fund (No. 2).

Bill in Committee.

Redistribution. March 24.—*Bills in Committee.*

Redistribution.
Cape of Good Hope (Advance).

Bill Read a Third Time.

PRIVATE BILL.—London, Chatham, and Dover Railway (Capital).

LEGAL NEWS.

On Monday last, in the House of Commons, Mr. W. H. Smith asked the Attorney-General whether her Majesty's Government had taken into their consideration the serious delays in the Chancery Division of the High Court of Justice to which attention was called last session, and which still continued; and whether they were now prepared to take any measures to secure to suitors a more rapid administration of justice. The Attorney-General said: It must be recollected that this block in the Court of Chancery is one that has existed certainly ever since the time of Lord Eldon's Chancellorship, and its removal is a work of great difficulty, but some progress has been made, and I am glad of this opportunity of stating how much has been done during the last twelve months, and is now being done, for relieving the pressure of business in the Chancery Division. It is impossible not to recognise the readiness with which the Lord Chief Justice and the judges of the Queen's Bench Division have taken upon themselves the additional burden of rendering assistance to the Chancery Division. The Chancery Division has been relieved of bankruptcy business. Until last year bankruptcy was dealt with by a chancery judge; now it is transacted by a judge of the Queen's Bench Division. The Queen's Bench judges have taken upon themselves the whole burden of circuits, and have relieved the Chancery judges, so that all five courts and all chambers of the Chancery Division are open throughout the sittings. Under the provisions of the Judicature Act of last year a Queen's Bench judge (Mr. Justice Field) is now sitting as an additional judge of the Chancery Division, and will (as I am informed) by Easter have finished the list of causes transferred to him (fifty in number). At the same time, an order has been made transferring sixty-five cases from the Chancery to the Queen's Bench Division, which will be heard next sittings, along with the other non-jury causes in the Queen's Bench list. Any chancery cause may now be set down for hearing in its place of origin at the assizes, instead of in London, if the parties, for any reason of expedition or expense, desire it; and if the number of causes so set down is large, special sittings will be arranged to take them. A very considerable part of the arrangements for more expedition in the Chancery Division rests with the judges themselves of that division, and an important committee is now sitting (on which the chancery judges are powerfully represented) from which the Lord Chancellor expects material assistance in dealing with the causes of delay and expense. It is impossible to anticipate what their report may be; but no doubt they will make important recommendations with reference to the most important causes of delay. In answer to Mr. A. O'Connor and Mr. Tomlinson, the Attorney-General added that the taxing office business and chamber business were under the direction of the judges themselves, and any questions with regard to them would be for the consideration of the committee to which he had referred.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CORPORATION OF SOUTH AUSTRALIAN COPPER MINES, LIMITED.—Petition for winding up, presented March 19, directed to be heard before Chitty, J., on March 26. Barker, Union ct, Old Broad st, solicitor for the petitioner.
GARRARD AND COMPANY, LIMITED.—Petition for winding up, presented Feb 24, directed to be heard before Chitty, J., on March 28. Hopkins, Gt Winchester st, solicitor for the petitioner.
HOGG'S HONEY COMPANY, LIMITED.—By an order made by Pearson, J., dated March 14, it was ordered that the company be wound up. Harrison, Chancery lane, solicitor for the petitioners.
ICELAND SULPHUR AND COPPER COMPANY, LIMITED.—Bacon, V.C., has fixed March 27, at 12, at his chambers, for the appointment of an official liquidator.
JOHN VERNON HOPE AND COMPANY, LIMITED.—Petition for winding up, presented March 17, directed to be heard before Bacon, V.C., on Saturday, March 28. Wild and Co, Ironmonger lane, solicitors for the petitioners.
M. W. OWENS AND COMPANY, LIMITED.—Chitty, J., has by an order, dated Dec 8, appointed Edward Ebenesser Price, 2, Lothbury, and Manoh Weatherall Owens, 68a, Curtain rd, to be official liquidators.
[Gazette, March 20.]

BRAZILIAN RAILWAYS CONSTRUCTION CORPORATION, LIMITED.—By an order made by Chitty, J., dated March 12, it was ordered that the voluntary winding up of the corporation be continued. Ashurst and Co, Old, Jewry, solicitors for the petitioners.

BRITISH SPIRAL TELEPHONE WIRE SYNDICATE, LIMITED.—By an order made by Chitty, J., dated March 14, it was ordered that the voluntary winding up of the company be continued. Thomas, Cannon st, solicitor for the petitioner.
GREAT EASTERN STEAMSHIP COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, April 1, at his chambers, for the appointment of an official liquidator.

IRWELL INDIA RUBBER AND GUTTA PERCHA WORKS, LIMITED.—Bacon, V.C., has fixed April 3 at 12, at his chambers, for the appointment of an official liquidator.

LILAY HALL COAL AND CLAY WORKS COMPANY, LIMITED.—By an order made by Chitty, J., dated March 14, it was ordered that the company be wound up. Davidson and Morris, Queen Victoria st, solicitors for the petitioners.
LONSDALE LEAD MINING COMPANY, LIMITED.—Bacon, V.C., has by an order dated March 16, appointed Thomas William Read, Liverpool, to be official liquidator.

MAINBY STEEL WORKS, LIMITED.—By an order made by Chitty, J., dated March 14, it was ordered that the company be wound up. Behrend, Bucklersbury.
MATAOONG AND NORTH WEST AFRICAN COMPANY, LIMITED.—Chitty, J., has by an order, dated March 10, appointed Henry Dever, 4, Lothbury, to be official liquidator.

NORTH-WEST TIMBER COMPANY OF CANADA, LIMITED.—By an order made by Pearson, J., dated March 14, it was ordered that the company be wound up. Drake and Co, Rood lane, solicitors for the petitioner.

RHONDA MOUNTAIN STEAM COAL COMPANY, LIMITED.—By an order made by Chitty, J., dated March 14, it was ordered that the voluntary winding up of the company be continued. Flux and Leadbitter, Leadenhall st, solicitors for the petitioner.

WEST DEVON BRICK AND TERRA COTTA COMPANY, LIMITED.—Pearson, J., has by an order, dated March 4, appointed Ward West Arliss, Westwell st, Plymouth, to be official liquidator.

WIDEMERESE LAKE SIDE HOTEL, LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to George Case, Ulverston. Friday, April 17, at 11.30, is appointed for hearing and adjudicating upon the debts and claims.
[Gazette, March 24.]

UNLIMITED IN CHANCERY.

ARREY LANE FREEHOLD LAND SOCIETY.—Petition for winding up, presented Mar 14, directed to be heard before Chitty, J., on Saturday, Mar 28. Meredith and Co, New sq, Lincoln's inn, agents for Simpson, Sheffield, solicitor for the petitioner.
[Gazette, March 20.]

LEA BRIDGE, LITTON, AND WALTHAMSTOW TRAMWAYS COMPANY.—Bacon, V.C., has, by an order dated Jan 15, appointed John Henry Tilly, 37, Queen Victoria st, to be official liquidator. Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, April 30 at 12, is appointed for hearing and adjudicating upon the debts and claims.
[Gazette, March 24.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BRIGGS BROTHERS AND COMPANY, LIMITED.—By an order made by Fox-Bristowe, V.C., dated Mar 16, it was ordered that the company be wound up. Tallent-Bateman, Manchester, solicitor for the petitioners.
[Gazette, March 24.]

FRIENDLY SOCIETIES DISSOLVED.

HEARNS OF OAK BENEFIT SOCIETY, South Wales Railway Inn, Newport, Monmouth. March 21.
HEYFORD FRIENDLY SOCIETY, Endowed Schoolroom, Heyford, Northampton. March 17.
SMETHWICK BENEFIT SOCIETY, Schoolroom, Independent Chapel, Smethwick, Stafford. March 19.
[Gazette, March 24.]

SUSPENDED FOR THREE MONTHS.

COURT CHAPEL, FORESTERS' FRIENDLY SOCIETY, Phasant Inn, Admaston, Wellington, Salop. March 18.
COURT EYTON, FORESTERS' FRIENDLY SOCIETY, Buck's Head Inn, Long lane, Wrockwardine, Salop. March 18.
COURT LYTHERWOOD, FORESTERS' FRIENDLY SOCIETY, Schoolroom, Bayston Hill, or Shrewsbury. March 18.
COURT SHERWOOD FOREST, FORESTERS' FRIENDLY SOCIETY, Working Men's Hall, Castle hill, Whitchurch, Salop. March 18.
COURT STABILITY, FORESTERS' FRIENDLY SOCIETY, Wingfield Arms Inn, Mountford Bridge, or Shrewsbury. March 18.
COURT WREKIN, FORESTERS' FRIENDLY SOCIETY, Smithfield Inn, Wrekin rd, Wellington, Salop. March 18.
GOOD SAMARITAN LODGE, Philanthropic Institution, Merthyr Unity Friendly Society, Assembly Rooms, Hector Inn, Garafach, Nantyglo, Monmouth. Mar 16.
ROSE OF THE VALLEY LODGE, Philanthropic Institution, Merthyr Unity Friendly Society, Pear Tree Inn, Rumney, Monmouth. Mar 16.
UNITED METHODIST FREE CHURCHES PROVIDENT BENEFIT SOCIETY, United Methodist Free Church Sunday School, Moorhouse, Milnrow, Lancaster. Mar 16.
VALE OF THE ESK FRIENDLY SOCIETY, Shepherds' Hall, Leatholme Bridge, York. March 16.
[Gazette, March 20.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Mar. 30	Mr. King	Mr. Merivale	Mr. Pemberton	Mr. Pugh
Tuesday .. 31	Merivale	King	Ward	Lavie
Wed., Apr. 1	Teesdale	Merivale	Pemberton	Pugh
Thursday.. 2	Farrer	King	Ward	Lavie
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Mar.....	30	Mr. Farrer	Mr. Clowes	Mr. Carrington
Tuesday	31	Teesdale	Koe	Jackson
Wednesday, April	1	Farrer	Clowes	Carrington
Thursday	2	Teesdale	Koe	Jackson

The Easter Vacation will commence on Friday, the 3rd day of April, and terminate on Tuesday, the 7th day of April, 1885, both days inclusive.

The tenders for the 3½ per Cent. Loan of the Commissioners of Sewers of the City of London amounted to more than the £1,000,000 required. Tenders at 96 will receive at the rate of about 90 per cent. of the amount applied for; above that price in full.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

KEITH, HENRY JOHN, Dalkeith, Caterham, Surrey. April 14. Smith v Millman, Bacon, V.C. Millman, St James st, Bedford row
MARSHFIELD, ROBERT DUGDALE, Warcham, Dorset, Solicitor. April 15. Marshfield v Hutchings, Bacon, V.C. Munns, Old Jewry
OSBORNE, JOHN STARES, Bath, Licensed Victualler. April 10. Osborne v Osborne, Bacon, V.C. Bartlett, Bath
PHILLIPS, WILLIAM FREDERICK, Ware, Hertford. Pawnbroker. April 20. Eley v Cocks, Pearson, J. Dicker, Gutter lane, Cheapside
RYDER, ELIZABETH, Hulme, Manchester. April 11. Graham v Ryder, Registrar, Manchester. Ryland and Son, Manchester

[Gazette, March 17.]

BLIZARD, TIMOTHY, Fernhore, Worcester, Gardener. March 31. Burch v Blizard, Bacon, V.C. Knott, Worcester
CALCUTT, HENRY, Hailey, Witney, Oxford, Farmer. April 14. Shepherd v Calcutt, Chitty, J. Ravenor, Witney
DANDY, THOMAS, Manchester. April 18. Elliott v Dandy, Registrar, Manchester. Jeans and Morgan, Manchester
SMITH, THOMAS, Crosshills, York, Gent. April 10. Smith v Scott, Chitty, J. Wright, Keighley

[Gazette, March 20.]

BARBER, LYDIA ARUNDEL, Cobholm Island, Great Yarmouth. April 21. Burgess v Vinicombe, Chitty, J. Ruddock, Great Yarmouth
THOMAS, LLEWELYN MORGAN, Weymouth st, Portland pl, Doctor of Medicine. April 23. Lofy v Wyman, Pearson, J. Copping, Godliman st, Doctors' commons
TOMLINSON, JOHN, Manchester. April 18. Shattock v Tomlinson, Registrar, Manchester District. Lawton, Manchester
WOMERSLEY, JOSHUA KING, Bungay, Suffolk, Surgeon. April 25. Etheridge v Womersley, Pearson, J. Rising, Great Yarmouth

[Gazette, March 24.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ANDREWS, ALBION, Queen Camel, Somerset, Engineer. April 1. Newman and Co, Clement's inn
BANKS, MARY, Burscough, Lancaster. April 4. Welsby and Co, Ormskirk
BAYLEY, BICHARD, Eccleball, nr Sheffield. April 1. Younge and Co, Sheffield
BRAYSHAW, WILLIAM, Bradford, Gent. April 11. Atkinson, Bradford
CALEY, JAMES AUGUSTUS, Flax Bowdon, Somerset, C.E., F.G.S. April 4. Perham, Bristol
CARTMELL, NICHOLAS, Lytham, Lancaster, Farmer. April 8. Clarke, Preston
CHAMEN, HENRY WILLIAM, Blandford, Dorset, Wine Merchant. April 30. Carritt and Son, Rood lane
CLAPHAM, CHARLES JAMES, Percy st, Bedford sq, Manufacturing Jeweller. May 1. Fisher, Essex st, Strand
CLEVERLY, HENRY JOHN, Ashchurch grove, Shepherd's Bush, Gent. May 1. Underwood, Chancery lane
COOKE, TERTIUS JOHN, Birmingham, Brass Founder. April 13. Thorne and Co, Wolverhampton
DAWSON, JAMES, Holywell, Northumberland, Retired Shopkeeper. April 27. Elsdon and Dransfield, Newcastle upon Tyne
ELEY, JOHN GREEN, Addison rd, Kensington, Esq. May 11. Billingham and Co, Bocklersbury
HILLIER, SILAS, West Cholderton, Wilts, Grocer. April 7. Hodding, Salisbury
HOLLAND, THOMAS, Manchester, Pipe Maker. April 14. Pidduck, Manchester
JOWETT, JANE, Southport, Lancaster. April 17. Radcliffe and Smith, Liverpool
KEMP-WELCH, MARTIN, Woodlands, Parkstone, Dorset, Esq. May 1. Witt and Kemp-Welch, Poole
LLEWELLYN, SYDNEY, Northumberland House, Finsbury pk, Gent. April 16. Ashbridge, Whitechapel rd
LONG, CHARLES, Maryborough, Queensland. April 15. Bartlett, Arthur at West Oldfield, JOHN, Spotland, Lancaster, Woollen Weaver. April 25. Mellor, Rochdale
PARRY, WILLIAM, St Paul's rd, Camden Town, Accountant. May 1. Matthews, Lincoln's inn fields
PIPER, MARY ANN, Eastbourne, Sussex. May 1. Underwood and Co, Holles st, Cavendish sq
REVELL, GRACE, Eighton Banks, Durham. March 30. Scott, Newcastle upon Tyne
SMITH, SARAH, High st, Islington. April 20. Sawbridge and Son, Aldermanbury
TURNER, JAMES, Dalton in Furness, Lancaster. June 5. Whitaker, Lancaster pl, Strand
TYLOR, ALFRED, Newgate st, Engineer. April 15. Morse, Lime st sq
WARD, GEORGE, Grosvenor villas, Brixton. April 15. Upton and Co, Austin Friars
WHITTLE, GEORGE, Star st, Edgware rd. April 13. Fox, St Mary's sq, Paddington
WILLIAMS, WILLIAM, Chippenham, Wilts, Painter. April 2. Keary and Stokes, Chippenham

[Gazette, March 10.]

ACKERS, CATHERINE ELLEN, Abram, nr Wigan. May 1. Jeans and Co, Warrington
ADAMS, CHARLES, Hertford, Corn Merchant. April 29. Armstrong, Hertford
ASPDEN, ESTHER, Heaton Chapel, Lancaster. May 12. Ormerod and Allen, Manchester
BAKER, SAMUEL, Yatton, Somerset, Gent. April 11. Woolfryes and Powell, Bathwell
BARBER, THOMAS, Salisbury, Chemist. March 25. Clementia Maria Barber
BLADON, ELIZABETH, Liverpool. April 23. Wright and Co, Liverpool
BLOMFIELD, ELIZABETH, Heigham, Norwich. April 30. Simpson, Tombland, Norwich
BROMLEY, THOMAS, Longton, Stafford, Butcher. April 11. Adderley and Marfleet, Longton
BROTHERS, RICHARD, Sheldon, Warwick. April 24. Blewitt, Birmingham
BURLAND, RICHARD, Great Dover st, Southwark, Gent. April 10. Cordwell, Moorgate st
CAROL, Right Honourable Lady LOUISA FRANCES, Bryanston sq. April 30. Finch and Co, Gray's inn sq
CAVE, GEORGE, Liverpool, Veterinary Surgeon. May 1. Whitley and Co, Liverpool
CHALLANS, ANTHONY FOUNTAIN, Scopwick, Lincoln. May 19. Tweed and Co, Lincoln
COLLYER, MARY ANN, Nutfield, Surrey. March 30. Hill, Queen st pl
COUNTER, ELIEA, Churchill rd, Kentish Town. April 26. Janson and Co, Finsbury circus

CROSS, SALEM, Brentford, Gent. April 20. Corsellis and Mossop, Quality ct, Chancery lane
DOWDES, WILLIAM, Cheltenham, Gent. April 7. Billings, Cheltenham
EADDES, ROBERT, Nottingham, Grocer. April 30. Speed, Nottingham
EDWARDS, THOMAS DYER, Hyde park gate, Kensington, Esq. May 10. Watson, Lincoln's inn fields
ELSTON, JOHN, Crediton, Devon, Boot Manufacturer. April 11. Sparkes and Pope, Crediton
GARDENISTON, HENRY, Liverpool, Builders' Merchant. April 25. Norman, Osborne rd, Zig Zag pk, Liscard
KING, WILLIAM, Hatfield Broad Oak, Essex, Farmer. May 1. Baker and Thorneycroft, Bishop's Stortford
LININGTON, ELLEN MURRAY, Southsea, Hants. April 18. Marvin, Southsea
MARRIOTT, JUDITH, Upton, Nottingham. May 13. Pratt and Hodgkinsons, Newark upon Trent
MOUTZ, JAMES HENRY, Manchester, Cloth Stretcher. April 9. Taylor and Sons, Wigan
MUNDAY, ALICE, Manchester. April 18. Sutton and Elliott, Manchester
PAGE, MARY ANN, Lansdowne crescent, Notting hill. April 10. White, Epsom
PLANT, GEORGE, Tipton, Stafford, Ironmaster. May 31. Sanders and Co, Birmingham
RUSSELL, CHARLES WILLIAM, Ramsdale, Bracknell, Herts. May 1. Williams and Co, Lincoln's inn fields
ROWE, EDWIN, Reedham, Norfolk, Gent. April 18. Young and Co, St Mildred's ct, Poultry
SESSIONS, CHARLES, Cheltenham, Lodging house Keeper. March 25. Billings, Cheltenham
SMITH, REV HENRY JOHN CARTER, Belmont, Hastings, Clerk. April 21. Wickings and Co, Lincoln's inn fields
SPENCE, CHARLES, Coleman st, Gent. April 11. Bannister, Basinghall st
THORNHILL, CHARLES, Doncaster, Gent. May 9. Rodgers and Co, Sheffield
VERDON, MARY, Great Witchingham, Norfolk. March 25. Collyer, Beepham, Norfolk
WARDLE, ELLEN, Sparkhill, nr Birmingham. April 30. Bourne and Son, Dudley
WHITEHEAD, MARK, Salford, Lancaster, Commercial Traveller. April 18. Sutton and Elliott, Manchester
WOODALL, SOLOMON, Dalton in Furness, Boiler Manufacturer. May 31. Sanders and Co, Birmingham

[Gazette, March 13.]

AXED, THOMAS, Spofforth, nr Wetherby, York, Gent. May 10. Sutcliffe, Hebden Bridge
ATKINS, WILLIAM, Norbiton Common, Surrey, Esq. April 22. Walter and Dwyer, Chancery lane
ATREE, MARY, Brighton. April 17. Boxall, Brighton
BROWN, ROBERT, Leeds, Coal Leader. May 1. Dawson and Chapman, Leeds
BURNETT, JOHN, Bristol, Gent. April 30. Beckingham and Barry, Bristol
CAMPELL, ARCHIBALD ALEXANDER, Leadenhall st. April 25. Eldred and Bignold, Queen Victoria st
CLOUGH, GEORGE, Bury, Lancaster, Woollen Manufacturer. April 18. Butcher, Bury
COLDICOTT, WILLIAM, Bishops Cleeve, Gloucester, Gent. April 22. Smith, Cheltenham
COOKE, NATHAN, Lower Broughton, Salford, Lancaster, Gent. May 11. Shum and Co, Theobald's rd, Gray's inn
COUTLTHARD, WILLIAM, Queen's gdns, Hyde pk. May 1. White, Southampton
COWLEY, EARL, Rt Hon HENRY CHARLES, K.G. April 30. Ellis and Ellis, Spring gdns, Westminster
DIXON, ALFRED, Bristol, Wholesale Clothier. April 30. Beckingham and Barry, Bristol
DOUGLAS, JOHN, West Derby, Lancaster. April 15. Hill and Co, Liverpool
FRIGGIE, JAMES, Churchtown, Cornwall, Gent. April 11. Hodge and Co, Truro
GAMBLE, HARRIET, Gainsborough, Lincoln. April 14. Collyer-Bristow and Co, Bedford row
GILL, FRANCIS JAMES, Fallowfield, nr Manchester, Merchant. May 13. Wood and Williamson, Manchester
GRASSI, STEPHEN, Wolverhampton, Gent. March 25. Underhill and Lawrence, Wolverhampton
HAIG, ANNE DARNELL, New Broad st, Cigar Dealer. May 1. Venn and Woodcock, New Inn, Strand
HARP, JOHN, Burslem, Stafford, Colliery Proprietor. April 21. Clarke and Hawley, Longton
HENDERSON, JOHN YOUNG, Clarendon rd, Notting Hill. March 31. Allen, Soho sq
JACKSON, SARAH, Rugeley, Staffordshire. April 4. Hand and Co, Stafford
JENKINGS, JOHN, Old Kent rd, Gent. April 3. Eyre and Co, John st, Bedford row
KENYON, FREDERICK, Slough, Buckingham, Linendraper. April 30. Barrett and Dean, Slough
KIRKWOOD, JAMES, Westfield, Retford, Notts, Gent. May 1. Mee and Co, East Retford
MACAULIFFE, REV THOMAS, Felton, Northumberland. April 25. Eldred and Bignold, Queen Victoria st
MAC GREGOR, LADY LETITIA LOUISA, Brighton. April 25. Boxams and Ellison, Lincoln's inn fields
MOXON, MARGARET, Pontefract, York. May 30. Arundel and Son, Pontefract
NEWTON, WILLIAM MEARS, Hanover sq, Tailor. April 17. Richards, Warwick st, Regent st
PEREY, ELIZABETH, Shipley, Bradford, York. May 1. Gardiner and Jeffery, Bradford
PRICE, MARY, Wednesfield, Stafford. May 1. Andrews, Essex st, Strand
SAGAR, THOMAS FOSTER, Leeds, Surgeon. May 15. Bowling and Hirst, Leeds
SAUDRY, WILLIAM HENRY HERVEY, Fingest, Bucks, Gent. April 30. Harries and Co, Coleman st
STONE, ARTHUR HENRY, Wye, Ashford, Kent, Lieutenant in Royal Navy. April 18. Deverell and Co, New sq, Lincoln's inn
STUTTAFORD, ANDREW IRVING, Plymouth, Devon, Gent. May 8. Gidley and Son, Plymouth
SUMMERS, JOHN, Clifton, Bristol, Soda Water Manufacturer. April 30. Bowles, Bristol
THORNTON, SAMUEL, Huddersfield, Hot-water Engineer. April 30. Johnson and Tomkinson, Huddersfield
TOMKINSON, HARRIET, Selby, York. April 30. Weddall and Co, Selby
WALE, JOHN, Ventnor, Isle of Wight, Retired Builder. May 1. Buckell, Newport
WHITEFIELD, SOPHIA, Darlington, Durham, Matron. April 10. Hugh and Co, Darlington

[Gazette, March 17.]

SALE OF ENSUING WEEK.

March 31.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Leaschold Chambers (see advertisement, this week, page 4).

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, March 24, 1885.

Angus, Ann, Sunderland, Dealer in China. March 29
Richardson, William, Great Marylebone st, Coffeehouse Keeper. March 19

THE BANKRUPTCY ACT, 1885.

FRIDAY, March 30, 1885.

RECEIVING ORDERS.

Allan, Charles, Highbury quadrant, Gent. High Court. Pet Jan 12. Ord Mar 17. Exam Apr 22 at 11 at 34, Lincoln's inn fields
Bond, Thomas, North Thoresby, Lincolnshire, Farmer. Gt Grimsby. Pet Mar 16. Ord Mar 16. Exam Apr 1 at 11.30 at Townhall, Gt Grimsby
Burrough, William, Fovant, Wiltshire, Shoemaker. Salisbury. Pet Mar 16. Ord Mar 16. Exam Apr 10 at 2
Chapman, Levi, Jun, Gt Grimsby, Innkeeper. Gt Grimsby. Pet Mar 16. Ord Mar 16. Exam Apr 1 at 11.30 at Townhall, Gt Grimsby
Crockett, Henry, West Derby, Lancashire, Cotton Dealer. Liverpool. Pet Feb 25. Ord Mar 18. Exam Mar 30 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Dawson, Charles John, and Thomas Nunnally, Leeds, Engineers. Leeds. Pet Mar 16. Ord Mar 16. Exam Mar 31 at 11
Derham, Thomas Shann, Leeds, Engineer. Leeds. Pet Mar 17. Ord Mar 17. Exam Apr 14 at 11
Freeman, Frederic Bacon, and Harry Edgar Trotman, Shoreditch, Plate Glass Factors. High Court. Pet Mar 17. Ord Mar 18. Exam Apr 24 at 11 at 34, Lincoln's inn fields
Goodrum, James, Jarrow, Boot Dealer. Newcastle on Tyne. Pet Mar 17. Ord Mar 17. Exam Mar 31
Green, Henry, Nottingham, Corn Factor. Nottingham. Pet Mar 19. Ord Mar 18. Exam Apr 21
Harper, George, Eynsham, Oxfordshire, Hay Dealer. Oxford. Pet Mar 17. Ord Mar 17. Exam Apr 2 at 12
Hastings, Marian Cassella, Bishopwearmouth, Durham, Widow. Sunderland. Pet Mar 16. Ord Mar 16. Exam Mar 26
Hill, Peter, Long Benton, Northumberland, Grocer. Newcastle on Tyne. Pet Mar 17. Ord Mar 17. Exam Mar 31
Jenkins, Thomas, Towyandy, Glamorganshire, Tailor. Pontypridd. Pet Mar 16. Ord Mar 17. Exam Apr 14 at 2
Jones, Samuel, Blairst, Monmouthshire, no occupation. Tredegar. Pet Mar 16. Ord Mar 16. Exam Apr 9 at 10.30
Lane, Henry, Plumstead, Kent, Builder. Greenwich. Pet Mar 17. Ord Mar 17. Exam Apr 14 at 1
Last, Benjamin, Hadleigh, Suffolk, Coachbuilder. Ipswich. Pet Mar 18. Ord Mar 18. Exam Apr 29
Lepper, William, Kingswick, Buckinghamshire, Horse Dealer. Banbury. Pet Mar 14. Ord Mar 16. Exam Mar 15
Meadows, William Alfred, Rainhill, Lancashire, Tar Distiller. Liverpool. Pet Mar 18. Ord Mar 18. Pet Mar 30 at 12 at Court house, Government bldgs, Victoria st, Liverpool
Mildon, George, Bristol, Bootmaker. Bristol. Pet Mar 16. Ord March 17. Exam April 17 at 12 at Guildhall, Bristol
Millechap, John, Bromyard, Herefordshire, Boot Manufacturer. Worcester. Pet Mar 16. Ord Mar 16. Exam Mar 31 at 2.30
Morgan, James, and Arthur William Morgan, Great Yarmouth. Boot Makers. Pet Mar 16. Ord Mar 16. Exam Mar 30 at 2.30 at Townhall, Great Yarmouth
Morris, Sam, Birmingham, Clerk. Birmingham. Pet Mar 18. Ord Mar 18. Exam April 14 at 2
Osborn, John, Clapham park rd, Builder. Wandsworth. Pet Feb 26. Ord Mar 17. Exam April 16
Priest, Robert Alfred, Manchester, Ironmonger. Manchester. Pet Mar 13. Ord Mar 17. Exam Mar 30 at 12.30
Roberts, Horace, Beaconsfield, Buckinghamshire, Carrier. Aylesbury. Pet Mar 16. Ord Mar 16. Exam April 8 at 11.30 at County hall, Aylesbury
Robson, Thomas, Westbromwich, Engineer. Oldbury. Pet Mar 14. Ord Mar 14. Exam Mar 30
Sanders, James Nicholls, Newport, Oil Salesman. Newport, Mon. Pet Mar 19. Ord Mar 18. Exam Mar 31 at 11
Sanderson, Thomas, Kingston upon Hull, Builder. Kingston upon Hull. Pet Mar 17. Ord Mar 17. Exam April 20 at 2 at Court house, Townhall, Hull
Senior, William Edward, Leeds, Cotton Waste Dealer. Leeds. Pet Mar 17. Ord Mar 17. Exam April 14 at 11
Sheppard, Fanny, Westbromwich, Staffordshire, Boot Dealer. Oldbury. Pet Mar 18. Ord Mar 18. Exam April 1
Simmons, Geoffrey, Sutton Valence, Kent, Farmer. Maidstone. Pet Mar 14. Ord Mar 16. Exam April 15
Stansfield, John, Sowerby Bridge, Yorkshire, Woollen Manufacturer. Halifax. Pet Mar 16. Ord Mar 16. Exam April 14
Stark, Humphrey John, Christchurch rd, Roupell park, Surrey, Organist. High Court. Pet Mar 16. Ord Mar 16. Exam April 21 at 11 at 34, Lincoln's inn fields
Taunton, William, Wivelsfield, nr Hayward's heath, Artist. Brighton. Pet Mar 14. Ord Mar 14. Exam April 9 at 12
Wallis, Sargeant, Cambridge, Merchant. Cambridge. Pet Mar 9. Ord Mar 17. Exam Mar 26 at 2
Wilson-Hastenden, John, Alexandra rd, Gipsy hill, Norwood, Clerk in Holy Orders. High Court. Pet Mar 15. Ord Mar 18. Exam April 28 at 11 at 34, Lincoln's inn fields
Wood, Edward, North Shields, Northumberland, Grocer. Newcastle on Tyne. Pet Mar 19. Ord Mar 19. Exam Mar 31
FIRST MEETINGS.
Adams, Edward Charles, Vigo st, Regent st, Gentleman. Mar 30 at 12. 33, Carey st, Lincoln's inn
Bibb, Frederick William, Luton, Bedfordshire, Builder. Mar 29 at 11. George Hotel, George st, Luton
Bond, Thomas, North Thoresby, Lincolnshire, Farmer. Mar 30 at 3. King's Head Hotel, Leeds
Boniton, John Henry, Havant, Hampshire, Retired Assistant Paymaster H.M. Navy. Mar 30 at 10.30. Official Receiver, 166, Green st, Portsea
Brick, Robert, Leamington Priory, Warwickshire, Political Agent. Mar 27 at 11.15. W. B. Sanderson, Solicitor, Jury st, Warwick
Brown, Felix, Birmingham, Clerk. Mar 21 at 3. Official Receiver, Birmingham
Burrough, William, Fovant, Wiltshire, Shoemaker. Mar 30 at 3. Official Receiver, Salisbury
Chapman, Levi, Jun, Gt Grimsby, Innkeeper. Apr 1 at 1. Official Receiver, 3, Havers st, Gt Grimsby
Collier, Arthur, Colvill pl, Whitfield st, Tottenham Court rd, Blacksmith. Mar 27 at 1. 38, Carey st, Lincoln's inn
Crabbe, George, Herbert George Crabbe, and Alexander Crabbe, Leadenhall st, Merchants. Apr 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Crabbe, George, Herbert George Crabbe, and Alexander Crabbe (seps. estates), Leadenhall st, Merchants. Apr 12 at 11.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Fowler, Sarah, Lees, Kent, Grocer. Mar 27 at 10.30. 25, 26 George's st, Canterbury

Gea, W. M., York st, St James' sq, Wine Merchant. Apr 13 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gifford, Rowland, Savage gardens, Tower Hill, Trawl Manufacturer. Mar 30 at 11. 33, Carey st, Lincoln's inn
Gooding, James Nicholas, Landport, Hampshire, Bootmaker. Mar 30 at 11. Official Receiver, 166, Green st, Portsea
Goodman, Frederick George, Rochford, Essex, Saddler. Mar 28 at 11. Public Hall Southend on Sea
Goodman, James, Jarrow, Durham, Boot Dealer. Mar 30 at 12.30. Official Receiver, County chhrs, Westgate rd, Newcastle on Tyne
Graham, John, Carlisle, Plumber. Mar 30 at 2.30. Official Receiver, 24, Fisher st, Carlisle
Hammond, Thomas, Gosport, Hampshire, Clothier. Mar 30 at 11.30. Official Receiver, 166, Green st, Portsea
Harper, George, Eynsham, Oxfordshire, Hay Dealer. Apr 1 at 12. Official Receiver, 1, Saint Aldate st, Oxford
Harvey, Thomas, Bournemouth, Saddler. Mar 28 at 1.15. Official Receiver, Salisbury
Hill, Peter, Long Benton, Northumberland, Grocer. Mar 30 at 12. Official Receiver, County chhrs, Westgate rd, Newcastle on Tyne
Hudson, John, Leeds, Paper Hanging Manufacturer. Mar 30 at 11. Official Receiver, Park row, Leeds
Huxley, Frederick William, Mare st, Hackney, Cheesemonger. Mar 27 at 11. 33, Carey st, Lincoln's inn
Jenkins, Thomas, Ystradyfodwg, Glamorganshire, Tailor. Mar 30 at 2. Official Receiver, Merthyr Tydfil
Jones, John, Basinghall st, out of business. Mar 30 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Jones, Samuel, Blairst, Monmouthshire, no occupation. Mar 30 at 12. Official Receiver, Merthyr Tydfil
Lepper, William, Tingewick, Buckinghamshire, Horse Dealer. Apr 15 at 11.30. County Court Office, 45, High st, Banbury
Middleton, Robert Gillespie, Liverpool, Cabinet Maker. Mar 31 at 2. Official Receiver, 25, Victoria st, Liverpool
Millechap, John, Bromyard, Herefordshire, Boot Manufacturer. Mar 30 at 11.30. Official Receiver, Worcester
Owen, Benjamin, Llandudno, Carnarvonshire, Hotel Keeper. Mar 27 at 12. Official Receiver, Crypt chhrs, Chester
Penny, F. J., Williams rd, Ealing Dean, Builder. Mar 27 at 11.30. 25 and 29, St. Swithin's lane
Pitches, Thomas, Brampton, Cumberland, Boot Maker. Mar 30 at 2. Official Receiver, 34, Fier st, Carlisle
Priest, Robert Alfred, Manchester, Ironmonger. Mar 30 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester
Pritchard, John, Croydon, Boot Maker. Mar 30 at 3. Official Receiver, 109, Victoria st, Westminster
Robson, Thomas, West Bromwich, Engineer. Mar 30 at 10.30. The Court house, Oldbury
Sanders, James Nicholls, Newport, Oil Salesman. Mar 31 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon
Sanderson, Thomas, Kingston on Hull, Builder. Mar 31 at 2.30. Incorporated Law Society's Hall, Lincoln's inn bldgs, Bowdley lane, Hull
Simmons, Geoffrey, Sutton Valence, Kent, Farmer. Mar 30 at 3. Official Receiver, Week st, Maidstone
Snow, Charles, Winchester, Confectioner. Mar 28 at 12. Official Receiver, 11, Jewry st, Winchester
Snow, Eliza, Winchester, Confectioner. Mar 28 at 2. Official Receiver, 11, Jewry st, Winchester
Stewart, John Barr, Bottle-cum-Linacre, Lancashire, Boilermaker. Mar 31 at 12. Official Receiver, 35, Victoria st, Liverpool
Stumbles, Richard Mole Crocker, Liverpool, Shipbroker. Mar 31 at 2.30. Official Receiver, 35, Victoria st, Liverpool
Taunton, William, Wivelsfield, nr Hayward's Heath, Artist. Mar 28 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Taylor, Thomas, Bridgegate, Barnard Castle, Durham, Grocer. Mar 27 at 11. Official Receiver, 8, Albert rd, Middlesbrough
Terry, Arthur, Nottingham, Printer. Mar 27 at 12. Official Receiver, Exchange walk, Nottingham
Thomas, Henry, Fulmouth, Cornwall, Coal Merchant. Mar 28 at 12. Official Receiver, Boscawen st, Truro
Tummon, Joseph Morecombe, East Brent, Somersetshire, Draper. Mar 27 at 12.15. George and Railway Hotel, Victoria st, Bristol
Wallis, Sargeant, Cambridge, Merchant. Mar 30 at 12. Official Receiver, 5, Petty Cur, Cambridge
Walsley, Edward, Crampton st, Newington butts, Hat Manufacturer. Mar 30 at 2. 33, Carey st, Lincoln's inn
Wood, Edward, North Shields, Northumberland, Grocer. April 1 at 11. Official Receiver, County chhrs, Westgate rd, Newcastle on Tyne

The following amended notice is substituted for that published in the London Gazette of Feb 27, 1885.

Harris, Thomas, Swansea, Glamorganshire, Surveyor. Mar 30 at 11. Townhall, Swansea

The following amended notice is substituted for that published in the London Gazette of March 13.

Ohren, George Albert, Birmingham, Clothier. Mar 31 at 11. Official Receiver, Birmingham

ADJUDICATIONS.

Brown, Henry Edward, St James grove, Battersea, Licensed Victualler. High Court. Pet Feb 17. Ord March 16
Cooper, and Barrow, Dante rd, Newington Butts, Builders. High Court. Pet Jan 9. Ord March 16
Crighton, Andrew, Salford, Lancashire, Boot Manufacturer. Salford. Pet Feb 3. Ord March 16
Dobson, Richard, High Felling, Durham, Grocer. Newcastle on Tyne. Pet March. Ord March 16
Emslie, William Wallace, Norris st, Haymarket, Doctor of Medicine. High Court. Pet Dec 23. Ord March 16
Flint, John, Lewisham, Kent, Builder. Greenwich. Pet Dec 30. Ord March 17
Fowler, Sarah, Lees, Kent, Grocer. Canterbury. Pet March 18. Ord March 16
Greaves, Thomas White, Gonalston, Nottinghamshire, Farmer. Nottingham. Pet March 2. Ord March 18
Hutchinson, Ann, Leeds, Tripe Dealer. Leeds. Pet Feb 28. Ord March 17
Innes, William, Cannon st, Traveller to Stationers. High Court. Ord March 16
Jones, Samuel, Blairst, Monmouthshire, of no occupation. Tredegar. Pet March 16. Ord March 18
Laidlaw, Alexander William, Bromley, Agricultural Implement Dealer. Croydon. Pet Feb 18. Ord March 14
Last, Benjamin, Hadleigh, Suffolk, Coachbuilder. Ipswich. Pet March 16. Ord March 16
Lightfoot, Thomas, Chester, Baker. Chester. Pet March 3. Ord March 17
Long, Frank, Watford, Hertfordshire, Contractor. St Albans. Pet Feb 12. Ord March 16
Luck, Alexander Batturs, Lewisham, Kent, Ironmonger. Greenwich. Pet Dec 9. Ord March 17
Macdonald, John, Blinkbonny, Walton on Thames, Physician. Kingston, Surrey. Pet March 4. Ord March 17
Marshman, Frederick, Claines, Worcester, Grocer. Worcester. Pet March 2. Ord March 18

Mildon, George, Bristol, Boot Maker. Bristol. Pet Mar 16. Ord Mar 17.
 Nortcliffe, Tom, Milnebridge, nr Huddersfield, Commission Weaver. Huddersfield. Pet Mar 18. Ord Mar 15.
 Perraton, Frederick Henry, Kirby st, Hatton Garden, Bookbinder. High Court. Pet Feb 25. Ord Mar 17.
 Pitchers, Thomas, Brampton, Cumberland, Bootmaker. Carlisle. Pet Mar 14. Ord Mar 15.
 Simmons, Geoffrey, Sutton Valence, Kent, Farmer. Maidstone. Pet Mar 14. Ord Mar 16.
 Smyth, Thomas, Narberth, Pembroke, Chemist. Pembroke Dock. Pet Feb 21. Ord Mar 16.
 Stephenson, Clement, Birtley, Blacksmith. Newcastle on Tyne. Pet Mar 12. Ord Mar 16.
 Stott, James, Westhoughton, Lancashire, Mining Engineer. Bolton. Pet Feb 17. Ord Mar 16.
 Thomas, Henry, Falmouth, Cornwall, Coal Merchant. Truro. Pet Mar 9. Ord Mar 15.
 Thompson, David, Holloway rd, Bootmaker. High Court. Pet Jan 26. Ord Mar 16.
 Townsend, Theodore Elliott, Brighton, out of business. Brighton. Pet Dec 8. Ord Mar 12.
 Turpenny, William Henry, Hackney rd, Upholsterer. High Court. Pet Feb 11. Ord Mar 16.

TUESDAY, March 24, 1885.

RECEIVING ORDERS.

Badcock, John Elliott, Newton Abbot, Devonshire, Provision Dealer. Exeter. Pet Mar 20. Ord Mar 20. Exam Apr 16 at 11.
 Bagnall, Thomas Albert, Rotherham, Yorkshire, Fruiterer. Sheffield. Pet Mar 20. Ord Mar 20. Exam Apr 16 at 11.30.
 Barnes, Richard, Liverpool, Flour Dealer. Liverpool. Pet Mar 9. Ord Mar 9. Exam Mar 30 at 12 at Court house, Liverpool.
 Beale, William, and Alfred King, Holdenhurst, nr Bournemouth, Bricklayers. Poole. Pet Mar 6. Ord Mar 19. Exam Apr 22 at 3 at Townhall, Poole.
 Boulton, William Whythead, Beverley, Yorkshire, Surgeon. Kingston upon Hull. Pet Mar 20. Ord Mar 20. Exam Apr 20 at 2 at Court House, Townhall, Hull.
 Burnitt, William Jackson, Boston, Potato Merchant. Boston. Pet Mar 18. Ord Mar 19. Exam Apr 9 at 1.
 Cameron, John, Stockton on Tees, Draper. Stockton on Tees and Middlesbrough. Pet Mar 21. Ord Mar 21. Exam Mar 30.
 Carlton, Watson Carlton, Chalfont St Peters, Bucks, Gent. Windsor. Pet Feb 13. Ord Mar 21. Exam Apr 25 at 11.
 Cooper, John Whittington, Wandsworth rd, Grocer's Assistant. High Court. Pet Mar 19. Ord Mar 19. Exam Apr 22 at 11 at 34, Lincoln's inn fields.
 Copping, Sarah, Apperley Bridge, nr Leeds, Grocer. Bradford. Pet Mar 20. Ord Mar 21. Exam Apr 10 at 12.
 Day, James, Andover, Hants, Timber Merchant. Salisbury. Pet Mar 20. Ord Mar 20. Exam Apr 10 at 12.
 Drummond, John, South Shields, no occupation. Newcastle on Tyne. Pet Mar 21. Ord Mar 21. Exam Apr 2.
 Enoch, William, Staunton, Gloucestershire, no occupation. Newport, Mon. Pet Mar 20. Ord Mar 21. Exam Apr 10 at 2.
 Frogley, Frederick Walter, and William Holmes Frogley, Beckton rd, Canning Town, Grocers. High Court. Pet Mar 21. Ord Mar 21. Exam May 1 at 11 at 34, Lincoln's inn fields.
 Gibb, William, Wolverhampton, Draper. Wolverhampton. Pet Mar 19. Ord Mar 21. Exam Apr 20.
 Glover, Edmund, Coventry, Printer. Coventry. Pet Mar 19. Ord Mar 19. Exam Apr 13 at 3 at County hall, Coventry.
 Green, Francis Joseph, and Arthur James Green, Newport, Isle of Wight, Wine Merchants. Newport and Ryde. Pet Mar 19. Ord Mar 20. Exam Apr 8 at 10 at Townhall, Newport.
 Hesp, John William, Huddersfield, Woollen Merchant. Huddersfield. Pet Mar 21. Ord Mar 21. Exam Apr 30 at 10.30.
 Hirst, Charles, Arnsley, near Leeds, Cloth Finisher. Leeds. Pet Mar 21. Ord Mar 21. Exam Apr 14 at 11.
 Hodgkinson, Edmund, Tipton, Staffordshire, out of business. Dudley. Pet Mar 19. Ord Mar 19. Exam Apr 14 at 11.30.
 Holgate, Benjamin, Denbigh, Bootmaker. Bangor. Pet Mar 19. Ord Mar 20. Exam Apr 13 at 12.30.
 Hubberstey, James, Rainhill, Lancashire, Innkeeper. Liverpool. Pet Mar 20. Ord Mar 20. Exam Mar 30 at 12 at Court House, Government bldgs, Victoria st, Liverpool.
 Hunt, Horace Edwin, Burton upon Trent, Innkeeper. Burton on Trent. Pet Mar 5. Ord Mar 19. Exam Apr 22 at 1.30.
 Jackson, Robert, Burnley, Lancashire, Grocer. Burnley. Pet Mar 19. Ord Mar 19. Exam Apr 9.
 Johnson, John Richard, Leicester, Oatmeal Importer. Leicester. Pet Mar 19. Ord Mar 19. Exam Apr 15 at 10.
 Lavers, William Henry, King William st, Timber Merchant. High Court. Pet Mar 20. Ord Mar 20. Exam Apr 33 at 11.30 at 34, Lincoln's inn fields.
 Lennard, Samuel Daniel, Ipswich, no occupation. Ipswich. Pet Mar 18. Ord Mar 19. Exam Apr 20 at 11.
 Masters, Samuel, Sandwich, Shipwright. Canterbury. Pet Mar 7. Ord Mar 20. Exam Apr 10.
 McDowall, John, jun, Rotherhithe, Surrey, Shipbuilder. High Court. Pet Mar 20. Ord Mar 20. Exam Apr 30 at 11 at 34, Lincoln's inn fields.
 Merritt, John Silas, and William Henry Merritt, Bristol, Hauliers. Bristol. Pet Mar 20. Ord Mar 20. Exam Apr 17 at 12 at the Guildhall, Bristol.
 Nichols, William, Watton, Norfolk, Plumber. Norwich. Pet Mar 21. Ord Mar 21. Exam Apr 15 at 12 at Shirehall, Norwich Castle.
 Pedley, Samuel, Bolshill, Warwickshire, Schoolmaster. Birmingham. Pet Mar 19. Ord Mar 19. Exam Apr 17.
 Pickup, John, Rainow, near Macclesfield, Bleacher. Manchester. Pet Mar 19. Ord Mar 19. Exam Apr 13 at 12.30.
 Porter, William Samuel, Great Grimsby, Lincolnshire, Fishing Vessel Owner. Great Grimsby. Pet Mar 19. Ord Mar 19. Exam Apr 8 at 11 at Townhall, Great Grimsby.
 Prince, George, Portsea, Boot Maker. Portsmouth. Pet Mar 19. Ord Mar 19. Exam Apr 13.
 Pym, and Brittain, New Charlton, Kent, Builders. Greenwich. Pet Mar 4. Ord Mar 20. Exam Apr 14 at 1.
 Sampson, William, Walthamstow, Essex, Builder. High Court. Pet Mar 21. Ord Mar 21. Exam Apr 28 at 11.30 at 34, Lincoln's inn fields.
 Sanford, George Smale, Exeter, Builder. Exeter. Pet Mar 10. Ord Mar 21. Exam Apr 16 at 11.
 Saunders, Henry, Ilminster, Somersetshire, Painter. Taunton. Pet Mar 20. Ord Mar 20. Exam Apr 8 at 10 at the Guildhall, Taunton.
 Tasker, William, Wellington st, Strand, Architect. High Court. Pet Mar 19. Ord Mar 19. Exam Apr 28 at 11 at 34, Lincoln's inn fields.
 Wakeham, Nicholas, Plymouth, Tailor. East Stonehouse. Pet Mar 17. Ord Mar 21. Exam Apr 17.
 Walker, William Johnson, Wells terr, Finsbury pk, Laundryman. High Court. Pet Mar 19. Ord Mar 19. Exam Apr 28 at 11 at 34, Lincoln's inn fields.
 Ward, John, Sheffield, Publican. Sheffield. Pet Mar 21. Ord Mar 21. Exam Apr 16 at 11.30.

Whewell, William, Over Darwen, Lancashire, Collier. Blackburn. Pet Mar 21. Ord Mar 21. Exam Apr 14 at 11.
 Whittaker, James, Wistaston, Cheshire, Farmer. Nantwich and Crewe. Pet Mar 21. Ord Mar 21. Exam Apr 8 at 1 at Royal Hotel, Crewe.
 Whittle, Frederick Peter, Ormskirk, Lancashire, Grocer. Liverpool. Pet Mar 21. Ord Mar 21. Exam Apr 9 at 11 at Court house, Government bldgs, Victoria st, Liverpool.
 Williams, Susannah, Rhyl, Flintshire, Butcher. Bangor. Pet Mar 19. Ord Mar 19. Exam Apr 13 at 12.30.
 Wilson, Alfred, Scarborough, Coachbuilder. Scarborough. Pet Mar 21. Ord Mar 21. Exam Apr 29 at 2.
 Womersley, James, Huddersfield, Greengrocer. Huddersfield. Pet Mar 19. Ord Mar 19. Exam Apr 20 at 10.30.
 Wren, Edmund, Cecil, Hartlepool, Miller. Sunderland. Pet Mar 13. Ord Mar 21. Exam Apr 2.

FIRST MEETINGS.

Alias, Charles, St Martin's lane, Theatrical Costumier. Apr 18 at 3 at Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Audin, Benjamin George, Wool Exchange, Coleman st, Public Accountant. Apr 15 at 2 at Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Bare, A F and Co, Earl's ct, Kensington, Auctioneers. Mar 31 at 2 at Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Beale, William, and Alfred King, Holdenhurst, nr Bournemouth, Bricklayers. Apr 2 at 12.15 at London Hotel, Poole.
 Boulton, William Whythead, Beverley, Yorkshire, Surgeon. Mar 31 at 11 at the Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull.
 Burdick, Samuel Charles, and Charles John Chickley Blake Plowden, Suffolk lane, Thames st, Contractors. Apr 13 at 2 at Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Burnitt, William Jackson, Boston, Lincolnshire, Potato Merchant. Apr 2 at 12.45. Official Receiver, 48, High st, Boston.
 Burt, Laurence Stevens, Chancery lane, Estate Agent. Mar 31 at 3. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Caspey Alfred, and Alfred Poore Everett, Tufnell park, Holloway, Builders. Mar 31 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Charter, George William, Westbourne rd, Barnsbury, Baker. Mar 31 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Copping, Sarah, Apperley bridge, nr Leeds, Grocer. Bradford. April 2 at 11. Official Receiver, Ivegate chmbrs, Bradford.
 Crabb, Charles, the younger, Bodmin, Cornwall, Coach Builder. Mar 31 at 12. Official Receiver, Bank chmbrs, Bristol.
 Dawson, Charles John (sep estate), Collingham, Yorkshire, Engineer. April 10 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Dawson, Charles John, and Thomas Nunneley, Leeds, Engineers. April 10 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Day, James, Andover, Hampshire, Timber Merchant. April 2 at 1.30. The Star Hotel, Andover.
 Derham, Thomas Shann, Leeds, Engineer. April 8 at 3. Official Receiver, 22, Park row, Leeds.
 Ditcham, William Voight, Montpellier row, Blackheath, Dental Surgeon. April 1 at 3. Official Receiver, 109, Victoria st, Westminster.
 Drummond, John, South Shields, Durham, no occupation. April 4 at 11. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne.
 Fowle, William, Andover, Hampshire, Brick Manufacturer. Mar 31 at 1.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Garratt, Frederick, Church rd, Upper Norwood, Plumber. April 2 at 12. Official Receiver, 109, Victoria st, Westminster.
 Gibb, William, Wolverhampton, Draper. April 2 at 4. Official Receiver, St Peter's close, Wolverhampton.
 Glover, Edmund, Coventry, Warwickshire, Printer. April 2 at 11. Official Receiver, 48, Jordan Well, Coventry.
 Gorle, William Joseph, Whatcote, Warwickshire, Clerk in Holy Orders. April 15 at 11. County Court Office, 45, High st, Banbury.
 Green, Francis Joseph, and Arthur James Green, Newport, Isle of Wight, Wine Merchants. April 1 at 3. Chamber of Commerce, 145, Cheapside, London.
 Hastings, Marian Cassells, Bishopwearmouth, Durham, Widow. April 1 at 12. Official Receiver, 21, Fawcett st, Sunderland.
 Hodgson, John Joseph, General Post Office, St Martin's le Grand, Assistant Superintendent in Intelligence Department. Apr 15 at 12. Bankruptcy bldgs, High Court of Justice, Portugal st, Lincoln's inn fields.
 Holgate, Benjamin, Denbigh, Bootmaker. Apr 2 at 12. Official Receiver, Crypt chmbrs, Chester.
 Hunt, Horace Edwin, Burton upon Trent, Innkeeper. Apr 1 at 2. White Hart Hotel, Burton upon Trent.
 Hutchinson, Ann, Leeds, Tripe Dealer. Mar 31 at 2. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Illingworth, William Henry (sep. estate), Guiseley, Yorkshire, Woollen Manufacturer. Apr 9 at 12.30. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Jackson, Robert, Burnley, Lancashire, Grocer. Apr 1 at 3. Exchange Hotel, Nicholas st, Burnley.
 Johnson, John Richard, Leicester, Oatmeal Importer. Apr 2 at 12. 23, Friar lane, Leicester.
 Lane, Henry, Plumstead, Builder. Mar 31 at 11. Official Receiver, 109, Victoria st, Westminster.
 Last, Benjamin, Hadleigh, Suffolk, Coachbuilder. Mar 31 at 11.30. Official Receiver, 2, Westgate st, Ipswich.
 Lennard, Samuel Daniel, Ipswich, no occupation. Mar 31 at 12. Official Receiver, 2, Westgate st, Ipswich.
 Masters, Samuel, Sandwich, Shipwright. Apr 2 at 3. 32, St George's st, Canterbury.
 McKay, John, Skegness, Lincolnshire, Builder. Apr 2 at 12. Official Receiver, 48, High st, Boston.
 Mildon, George, Bristol, Bootmaker. Mar 31 at 12.30. Official Receiver, Bank chmbrs, Bristol.
 Morris, Sam, Birmingham, Clerk. Apr 8 at 3. Official Receiver, Birmingham.
 Nanson, Max, and Co, Aldermanbury avenue, Merchants. Apr 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Nunneley, Thomas (sep estate), Leeds, Engineer. Apr 10 at 12.30. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Pedley, Samuel, Bolshill, Warwickshire, Schoolmaster. Apr 17 at 11. Official Receiver, Whitehall chmbrs, Coleman row, Birmingham.
 Pickup, John, Rainow, nr Macclesfield, Bleacher and Finisher. Apr 1 at 3. Official Receiver, 2, Westgate st, Ipswich.
 Porter, William Samuel, Great Grimsby, Lincolnshire, Fishing Vessel Owner. Apr 8 at 2. Official Receiver, 3, Haven st, Great Grimsby.
 Roberts, Horace, Beaconsfield, Buckinghamshire, Carrier. Apr 8 at 11.15. County Court Office, Aylesbury.
 Saunders, Henry, Ilminster, Somersetshire, Painter. Apr 1 at 12.30. George Hotel, Ilminster.
 Scholefield, John Henry (sep estate), Otley, Yorkshire, Woollen Manufacturer. Apr 9 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Scholefield, John Henry, and William Henry Illingworth, Guiseley, Yorkshire, Woollen Manufacturers. Apr 9 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.
 Senior, William Edward, Leeds, Cotton Waste Dealer. Mar 31 at 4. Official Receiver, Park row, Leeds.
 Sheppard, Fanny, West Bromwich, Staffordshire, Boot Dealer. Apr 1 at 10.30. Court house, Oldbury.

Silva, John, and Frederic Silva, Crachedfriars, Merchants. Apr 23 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Smith, Philip Albert, Wayland-avenue, Dalston, Grocer. Mar 31 at 10.50. Official Receiver, Dudley
Standfield, John, Sowerby Bridge, Yorkshire, Woollen Manufacturer. April 1 at 11. Official Receiver, Townhall chbrs, Halifax
Stark, Humphrey John, Christchurch rd, Roupell Park, Organist. Mar 31 at 1. 33, Carey st, Lincoln's inn
Williams, Susannah, Rhyl, Flintshire, Butcher. April 1 at 1.30. Mostyn Arms Hotel, Rhyl
Womersley, James, Huddersfield, Greengrocer. April 1 at 3. Official Receiver, New st, Huddersfield

ADJUDICATIONS.

Andrews, George, Melcombe Regis, Dorsetshire, Butcher. Dorchester. Pet Mar 12. Ord Mar 21
Badart, Antoine Francois, and George Badart, Rotherhithe st, Seed Crushers. High Court. Pet Jan 7. Ord Mar 20
Badcock, John Elliott, Newton Abbott, Devonshire, Provision Dealer. Exeter. Pet Mar 20. Ord Mar 21
Bartlett, Edward John, Great St Helen's, Merchant. High Court. Pet Aug 8. Ord Mar 20
Bellamy, Andrew, Sheffield, Insurance Agent. Sheffield. Pet Jan 21. Ord Mar 20
Broad, George Henry, Rye lane, Peckham, Baker. High Court. Pet Feb 6. Ord Mar 21
Bull, Henry Clay, Liverpool, Engineer. Liverpool. Pet Feb 24. Ord Mar 21
Burnitt, William Jackson, Boston, Lincolnshire, Potato Merchant. Boston. Pet Mar 18. Ord Mar 21
Cameron, John, Stockton on Tees, Draper. Stockton on Tees and Middlesborough. Pet Mar 21. Ord Mar 21
Chapman, Levi, jun, Great Grimsby, Lincolnshire, Innkeeper. Great Grimsby. Pet Mar 16. Ord Mar 18
Cooke, Henry Clayton, Whiston, nr Rotherham, Confectioner. Sheffield. Pet Mar 3. Ord Mar 19
Coombe, Edmund John, Newton Abbot, Devon, Watchmaker. Exeter. Pet Mar 6. Ord Mar 20
Copping, Sarah, Apperley Bridge, nr Leeds, Grocer. Bradford. Pet Mar 20. Ord Mar 21
Curtis, Frederick, Brothertoft, Lincolnshire, Farmer. Boston. Pet Feb 21. Ord Mar 20
Dawson, Charles John, and Thomas Nunneley, Leeds, Engineers. Leeds. Pet Mar 16. Ord Mar 19
Dengate, George William, Brockley, Kent, Plumber. Greenwich. Pet Dec 19. Ord Mar 20
Dudden, Robert James, Evershot, Dorset, Innkeeper. Dorchester. Pet Feb 21. Ord Mar 21
Edwards, William, Rhyl, Flintshire, Grocer's Manager. Bangor. Pet Mar 5. Ord Mar 21
Fluinger, Samuel Frederick, Bradford, Silk Merchant. Bradford. Pet Mar 3. Ord Mar 20
Forge, Herbert, Brighton, Gent. High Court. Pet Sept 20. Ord Mar 21
Gifford, Rowland, Savage gardens, Tower hill, Trawl Manufacturer. High Court. Pet Jan 27. Ord Mar 19
Griffiths, Harford Harvey, Charterhouse bldgs, Merchant. High Court. Pet Feb 25. Ord Mar 21
Hammond, Thomas, Gosport, Hants, Clothier. Portsmouth. Pet Mar 10. Ord Mar 20
Jackson, Robert, Burnley, Lancashire, Grocer. Burnley. Pet Mar 10. Ord Mar 19
Jenkins, Thomas, Tonypandy, Glamorganshire, Tailor. Pontypridd. Pet Mar 16. Ord Mar 19
Jones, William Jordan, Albany, Herts, Saddler. Hertford. Pet Feb 26. Ord Mar 21
Kirk, Francis Slater, Stockton on Tees, Confectioner. Stockton on Tees and Middlesborough. Pet Feb 16. Ord Mar 19
Leish, William, Birkenhead, Hay Dealer. Birkenhead. Pet Mar 8. Ord Mar 20
Lennard, Samuel Daniel, Ipswich, no occupation. Ipswich. Pet Mar 18. Ord Mar 21
Masters, Samuel, Sandwich, Shipwright. Canterbury. Pet Mar 7. Ord Mar 21
Mawby, George, Leicester, Saddler. Leicester. Pet Mar 11. Ord Mar 20
Norton, John, Darlington, Durham, Greengrocer. Stockton on Tees and Middlesborough. Pet Mar 12. Ord Mar 19
Pearne, William, Bishop Auckland, Durham, no occupation. Durham. Pet Mar 2. Ord Mar 20
Pedley, Samuel, Bolehall, Warwickshire, Schoolmaster. Birmingham. Pet Mar 19. Ord Mar 20
Pickering, William, Sharnford, Leicestershire, Farmer. Leicester. Pet Mar 8. Ord Mar 20
Pickup, John, Rainow, near Macclesfield, Bleacher and Finisher. Manchester. Pet Mar 19. Ord Mar 19
Porter, William Samuel, Great Grimsby, Lincolnshire, Fishing Vessel Owner. Great Grimsby. Pet Mar 19. Ord Mar 19
Robson, Thomas, West Bromwich, Engineer. Oldbury. Pet Mar 14. Ord Mar 19
Rodgett, Joseph, Liverpool, Toy Dealer. Liverpool. Pet Mar 2. Ord Mar 20

Rowland, James, Sunderland, Plumber. Sunderland. Pet Mar 4. Ord Mar 20
Sanders, James Nicholls, Newport, Mon, Oil Salesman. Newport, Mon. Pet Mar 15. Ord Mar 21
Smith, Edmund James, Hereford, Plumber. Hereford. Pet Mar 5. Ord Mar 21
Spence, Harry Baine, East Retford, Nottinghamshire, out of business. Sheffield. Pet Mar 3. Ord Mar 19
Taylor, Thomas, Barnard Castle, Durham, Grocer. Stockton on Tees and Middlesborough. Pet Feb 27. Pet March 19
Tongood, George Ridley, Mount Pleasant, nr Stockton on Tees, Grocer. Stockton on Tees and Middlesborough. Pet Feb 12. Ord March 19
Wallis, Sargeant, Cambridge, Merchant. Cambridge. Pet March 9. Ord March 21
Ward, John, Sheffield, Publican. Sheffield. Pet March 21. Ord March 21
Wignall, William, York, Carpenter. York. Pet March 3. Ord March 19
Williams, John Henry, New Swindon, Clothier. Swindon. Pet Feb 17. Ord March 19
Williams, Susanah, Rhyl, Flintshire, Butcher. Bangor. Pet March 19. Ord March 19
Wilson, Hardisty, and Benjamin Moulding, Gilstead, York, Foreman and Managers, formerly Stone Merchants. Bradford. Pet March 6. Ord March 21
Womersley, James, Huddersfield, Greengrocer. Huddersfield. Pet March 19. Ord March 19
Wood, Edward, North Shields, Grocer. Newcastle on Tyne. Pet March 19. Ord March 19

ADJUDICATION ANNULLLED.

Davis, Walter, Edward, Coventry, Solicitor. Adjud Feb 5. Annul March 13

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